

Waterset Central Community Development District

Board of Supervisors' Meeting March 14, 2024

District Office: 2700 S. Falkenburg Road Suite 2745 Riverview, Florida 33578 813.533.2950

www.watersetcentralcdd.org

Professionals in Community Management

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

Waterset Club, 7281 Paradiso Drive, Apollo Beach, Florida 33572

District Board of Supervisors	Deneen Klenke Pete Williams Lenny Woster Lynda McMorrow Laura Lee	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Ruben Durand	Rizzetta & Company, Inc.
District Counsel	Erin McCormick	Erin McCormick Law, PA
District Engineer	Tim Plate	Heidt Design

All cellular phones and pagers must be turned off while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to least before advise the District Office at forty-eight (48) hours the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

А person who decides to appeal any decision made at the with meeting/hearing/workshop respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

Board of Supervisors Waterset Central Community Development District

March 7, 2024

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterset Central Community Development District will be held on Thursday, March 14, 2024, at 10:00 a.m. at the offices of Rizzetta & Company, 2700 S. Falkenburg Road Suite 2745, Riverview FL 33578.

1.	CALI	_ то с	DRDER					
2.	AUD	IENCE	COMMENTS					
3.	STAFF REPORTS							
	Α.	Aqua	atic Report	Tab 1				
	В.	Land	Iscape & Irrigation					
			resentation of Landscape Inspection Report					
			andscape Contractor Update					
			igation Contractor Update	(USC)				
	C. District Counsel							
		D. District Engineer						
	Ε.	house Manager						
	_		esentation of Management Report	Tab 3				
	F.		ict Manager					
4.			ITEMS					
	Α.		Declaration of Easements for Lot A at the Waterset Club Amenity					
			erset Phase 3 Amenity Center)	I ab 4				
		١.	Grant of Easements, Maintenance and Cost-Sharing					
			Agreement for Waterset Phase 3 Amenity Center (Lot A)					
			between the District and NNP-Southbend II, LLC.					
		ii.	Conveyance of Tract B-47					
			(Waterset Phase 4A South)					
		iii.	Conveyance of Tract B-47					
			(Waterset Boulevard Phase 3B and Paseo Al Mar					
			Boulevard Central Segment Phase 1)					
	В.	Disc	ussion on Overnight Parking at the Clubhouse	Tab 5				
5.	BUSI	NESS	ADMINISTRATION					
	Α.	Cons	sideration of Minutes of Board of Supervisors'					
			ting held on February 8, 2024	Tab 6				
6.	SUPE	ERVIS	OR REQUESTS					
7.	ADJ	DURN	MENT					

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,

Ruben Durand

Ruben Durand District Manager

Tab 1



MONTHLY REPORT

MARCH, 2024





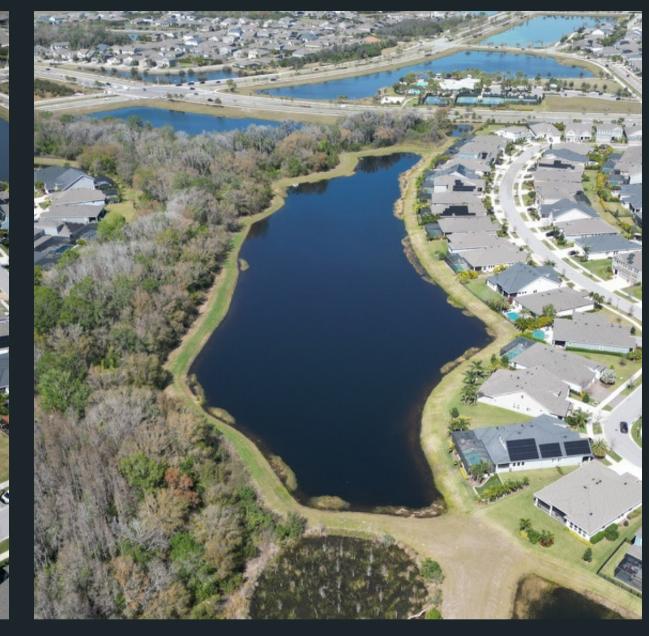
Prepared for: Runen Durand Prepared By: Devon Craig

SUMMARY:

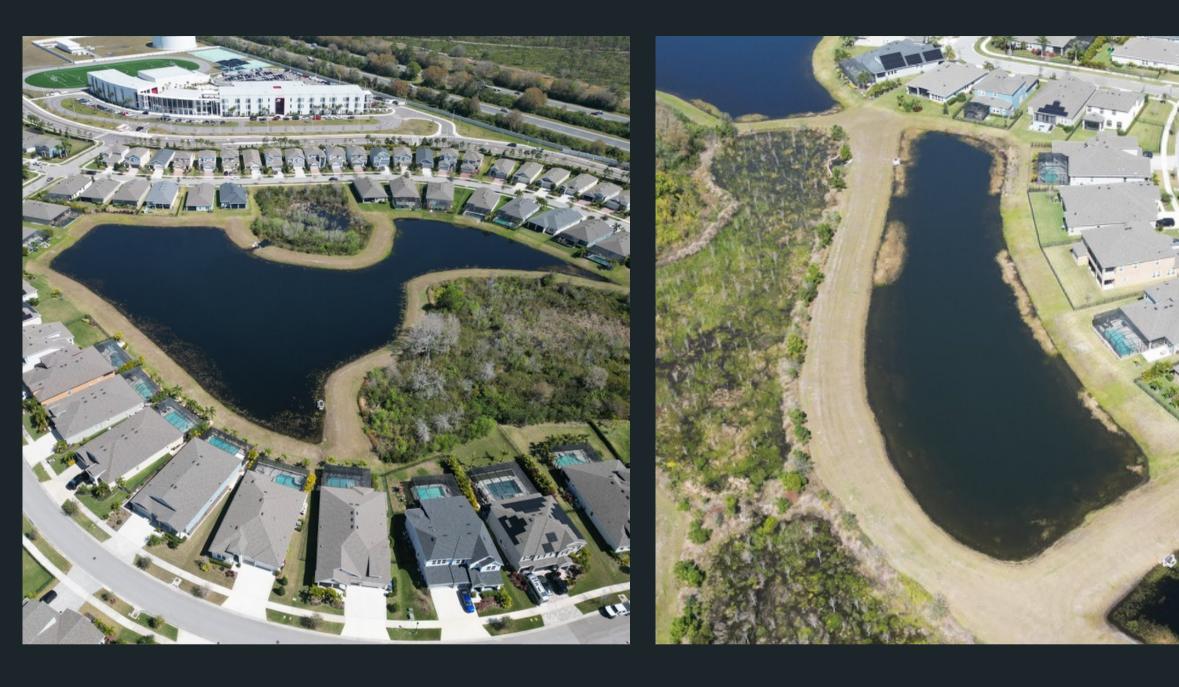
With a few warm days the last couple weeks there have been a few minor algae blooms in the ponds as a result of the air tempatures heating up. As we move into spring we anticipate an increase in algae blooms as well as submersed growth. Our team will be active doing prevent applications as well as call back services. We are in great shape going int spring.



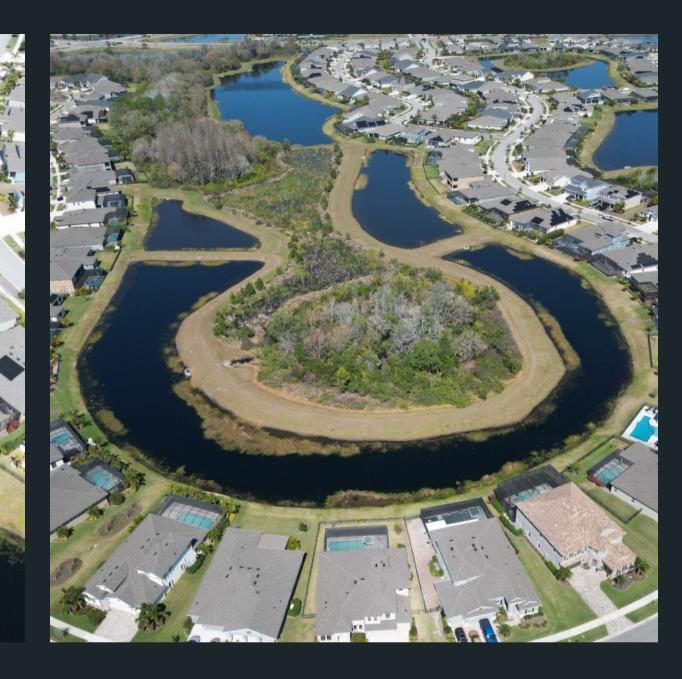
Pond #1 Treated for Algae and Shoreline Vegetation. Pond #2 Treated for Algae and Shoreline Vegetation.



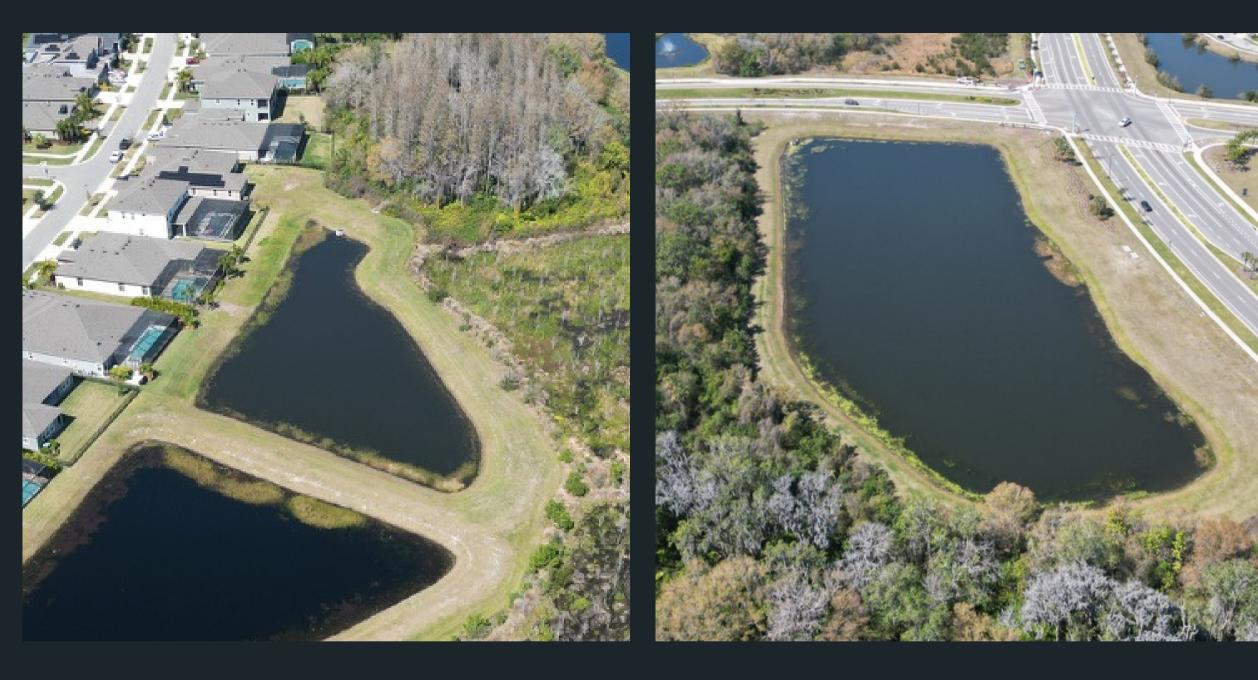
Pond #3 Treated for Shoreline Vegetation.



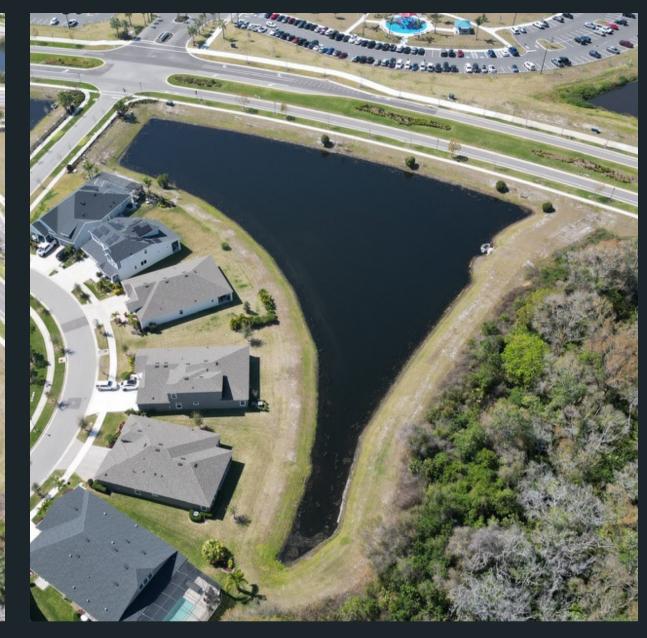
Pond #4 Treated for Algae and Shoreline Vegetation. Pond #5 Treated for Shoreline Vegetation.



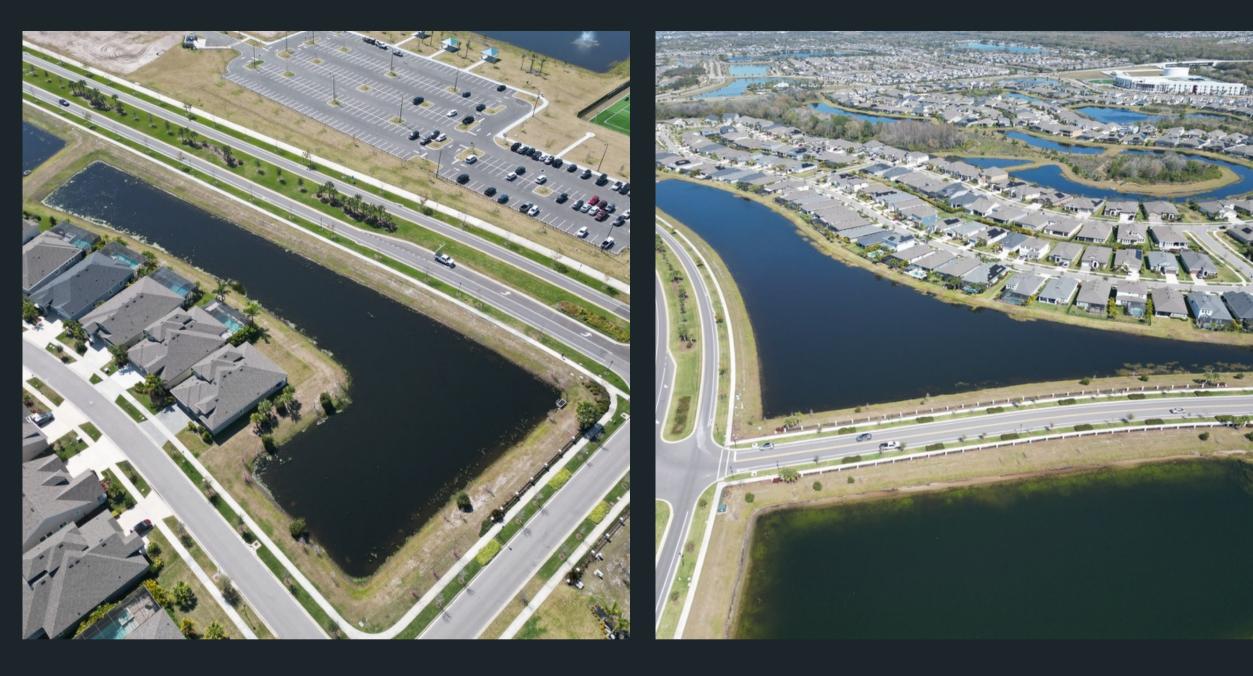
Pond #6 Treated for Algae and Shoreline Vegetation.



Pond #7 Treated for Algae and Shoreline Vegetation. Pond #8 Treated for Algae and Shoreline Vegetation.

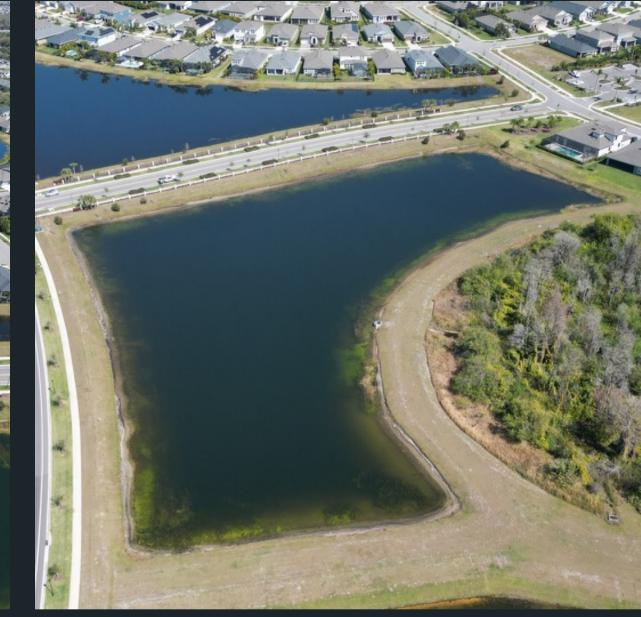


Pond #9 Treated for Shoreline Vegetation.

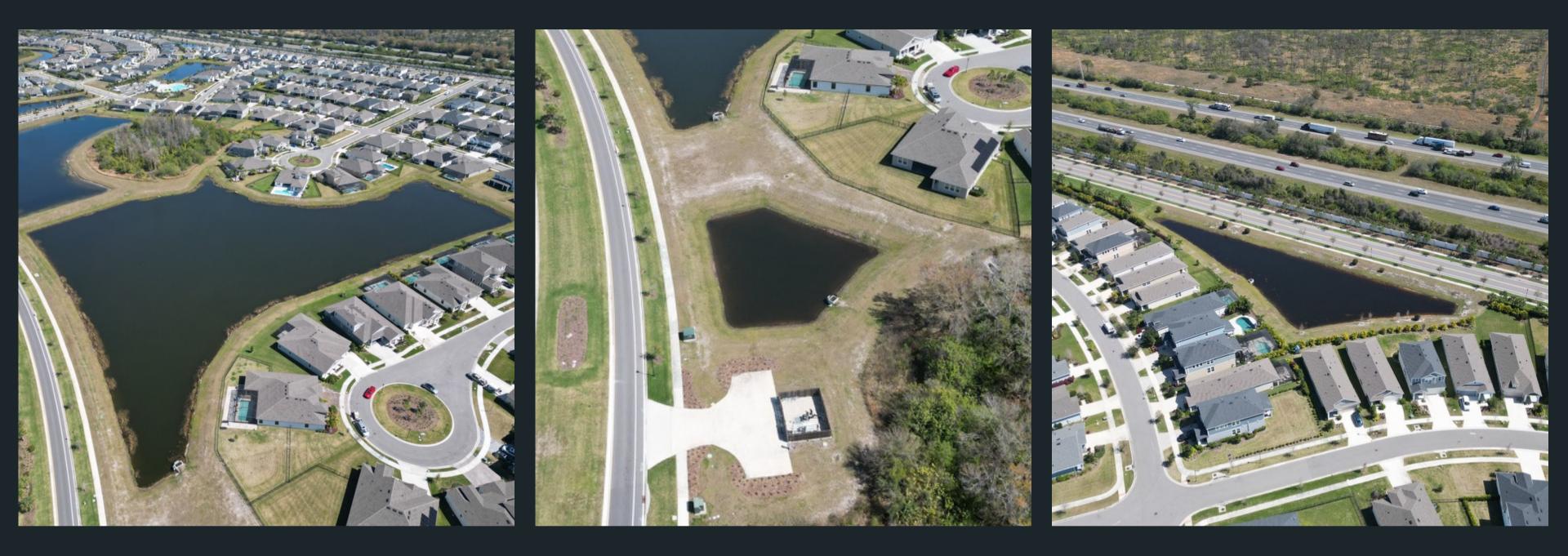


Pond #10 Treated for Algae and Shoreline Vegetation.

Pond #11 Treated for Algae and Shoreline Vegetation.



Pond #12 Treated for Algae and Shoreline Vegetation.



Pond #13 Treated for Algae and Shoreline Vegetation.

Pond #14 Treated for Algae and Shoreline Vegetation.

Pond #15 Treated for Shoreline Vegetation.

1: Shoreline vegetation and Algae has been treated. 2: Shoreline vegetation and Algae has been treated. 3: Shoreline vegetation has been treated. 4: Shoreline vegetation and Algae has been treated. 5: Shoreline vegetation has been treated. 6: Shoreline vegetation and Algae has been treated. 7: Shoreline vegetation and Algae has been treated. 8: Shoreline vegetation and Algae has been treated. 9: Shoreline vegetation has been treated. 10: Shoreline vegetation and Algae has been treated. 11: Shoreline vegetation and Algae has been treated. 12: Shoreline vegetation and Algae has been treated. 13: Shoreline vegetation and Algae has been treated.

14: Shoreline vegetation and Algae has been treated. 15: Shoreline vegetation has been treated. 16: Shoreline vegetation has been treated. 17: Shoreline vegetation has been treated. 18: Shoreline vegetation has been treated. 19: Shoreline vegetation and Algae has been treated. 20: Shoreline vegetation has been treated. 21: Shoreline vegetation and Algae has been treated. 22: Shoreline vegetation has been treated. 23: Shoreline vegetation has been treated. 24: Shoreline vegetation and Algae has been treated. 25: Shoreline vegetation and Algae has been treated. 26: Shoreline vegetation has been treated.

27: Shoreline vegetation and Algae has been treated. 28: Shoreline vegetation has been treated.

Tab 2

WATERSET CENTRAL LANDSCAPE INSPECTION REPORT



March 5, 2024 Rizzetta & Company John R. Toborg – Division Manager Landscape Inspection Services



General Updates, Recent & Upcoming Maintenance Events:

- During the month of March, all St. Augustine and Bahia turf shall receive a second application of a pre-emergent herbicide. Additionally, all Celebration Bermudagrass shall receive an application of 375 lbs. (7 1/2 – 50 lb. bags) of 21-0-0 fertilizer with a pre-emergent herbicide. Also, all Ornamentals shall receive an application of 3850 lbs. (77 – 50 lb. bags) of an 8-10-10 fertilizer and, finally all Palms shall receive an application of 1050 lbs. (21 – 50 lb. bags) of 8-0-12+4Mg fertilizer.
- Sunrise to notify STAFF and Landscape Specialist at least one week prior to the application being scheduled. Then on the day of application, Sunrise is to meet with staff so that staff can verify quantity and fertilizer types and write how many bags have been delivered, what it is being used for and date it on the label. This will need to be sent to Landscape Specialist for verification.

The following are action items for Sunrise to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. **Bold, underlined is info. or questions for the BOS.** Orange is for STAFF.

- 1. Sunrise to provide a start date for palm trimming throughout the property.
- 2. Crape Myrtle pruning has commenced, and I did inform Sunrise I felt they were a little too aggressive and branches thicker than pencil/thumb were being pruned. I also instructed them to NOT take the trees back to the same spot they were pruned last season.
- 3. Warranty installs should now be planted wherever we have been waiting for them ... rear planters along the lap pool area, raised planters in the lap pool area and along the fence line of the lagoon pool area.
- The Copernicia Palms appear to be drooping downward. Typical these trees would have a 360° pattern. We will continue to monitor these palms. (Pic 4>)
- 5. Treat all fire ant mounds throughout the community. Once mound is dead, return to rake out all soil to re-expose turf or mulch.

- 6. Noted before, this is often what happens after repeated shearing of Wax Myrtles ... dieback. Refrain from shearing these Wax Myrtles on the west side of 30th Street. They need to be allowed to mature more naturally. Reach in and selectively prune this dead growth out to allow sun to reach in and produce new growth.(Pic 6>)
- We'll watch these Eagleston Hollies that often suffer when producing berries. (Pic 7>)





Paseo Al Mar, Covington Garden Drive

- 8. <u>As a reminder, beginning March 1st,</u> <u>mowing reverts back to the weekly</u> <u>occurrence</u>.
- What is occurring with a lot of the turf on the south ROW of Paseo Al Mar between 30th Street and Waterset Blvd. (WSBlvd.)? There are some areas where native Bermuda seems to be taking over.
- 10. On the south ROW of PAM approaching the Covington Garden Dr. (CGD)/PAM roundabout, adjacent to a 15 MPH traffic sign, there remains a significantly sized patch of dead turf. What is being done here to replace this or improve it? (Pic 10>)





11. At the very northern end of the first planting buffer on the west side of Covington Garden Dr., we are looking at more thinning Copperleaf Plants that resemble many after they were hard cut last year by Sunrise. We will continue to monitor these for replacement. There are more approaching Golden Sky. (Pics 11a & b)



12. We have a dead/dying Pine tree on the west side of CGD. I will request this Pine be flush cut, but not replaced in the proposal section.



Covington Garden Dr., Wayfarer, Waterset Blvd., Waterline Station

13.1 will monitor this Sabal Palm on the west side of CGD north of Mainland. It appears to be dying. (Pic 13)



14. There are too many ornamental grass clippings being left behind in the beds. These need to be removed. (Pic 14)



- 15. Detail tree rings along CGD at least south of Wayfarer perhaps other areas as well.
- 16. I am still very disappointed we have all but lost one of these beds of Dwarf Asian Jasmine in the pocket park at Paradiso and Madrigal with no definitive explanation provided. The rear bed is also quite weedy. (Pic 16>)
- 17. Turf is still not flourishing on the west ROW of WSBIvd. south of Waterline. Is Sunrise treating this?

18. Top the Walter's Viburnum surrounding the pool fencing at Waterline Station. (Pic 18)



- 19. We will be challenged to keep these Blue Daze as well as the drip line irrigation operating adjacent to this totlot area in Waterline Station. It is already being trampled in a large area. (Pic 19>)
- 20. <u>There remains what I believe to be a dead</u> <u>Drake Elm about 50 feet away from the</u> <u>outbound side of the Waterline Station</u> <u>driveway. This was just like this during the</u> <u>end of last years' growing season. If this</u> <u>tree does not flush out new growth soon, it</u> <u>needs to be replaced under warranty</u>. (<u>Pic 20>)</u>





Waterline Station

21. This turf needs to be replaced on the inbound side of the driveway of Waterline Station. (Pic 21>)









Proposals

 We have a dead/dying Pine tree on the west side of CGD. I will request this Pine be flush cut, but not replaced as there have been several dead pine trees in the area. We may be coming infested with Pine Borers. In addition to pencil lead thick bored holes, there are also regular nicks throughout the trunk. (Pics 1a & b)



2. Although fire ant treatment is included in the scope of services for pest control, often chemicals available simply move the mound from one location to another. TopChoice offers a one-year guarantee for fire ant control. Sunrise has provided this cost when they bid the project, so I am requesting a formal proposal for the board to review.



Tab 3





Waterset Central Community Development District 7281 Paradiso Drive Apollo Beach, FL 33572

> <u>Community Director Report</u> March 2024 Meeting



Central Community Development District - Community Director Report

Administrative

CDD Access Requests: No requests this month.

Accurate Electronics was on property to replace the controller for the Access control at the Waterset Club.

Management has followed up with Accurate Electronics on the proposal for the repairs to the Waterline Station entrance gate. AE continues to provide the proposal with repairs needed to other districts.

Sunrise was on property on Tuesday, March 5th to trim the palms around the Waterset Club.

The hours for the Waterset Central CDD have been updated for the season. The pool areas are open from dawn to 7pm from March 1st through April 30th. DCSI was contacted to update the talk down system.

The Waterset Club slides will re-open during the week of spring break, March 9th through March 17th.

Management sent out a reminder to the community regarding the no alcohol rule at the pool areas.

Management sent out reminder email to the community regarding the slide rules in lieu of the slides re-opening for the week of spring break.

The HOA Social Committee would like to host a small egg hung around the exterior of the Waterset Club and Waterline Station on Friday, March 22nd from 4 to 6pm.

After investigating, management has confirmed that the vending machine at the clubhouse belongs to the same vendor used in other district, Christella Clark. She indicated that approval was granted during a meeting in June 2022, although no formal contract was provided then. The delay in installation was due to necessary repairs. Management has instructed Christella to display her contact information on the vending machine, provide a Certificate of Insurance (COI), and attend the next WSC meeting.

A resident would like to offer Belly dancing classes in the Gathering room on Mondays and Fridays from 12pm to 1pm. Each class would be priced at \$20.00. Certificate of Insurance has been provided.

In the early hours of Sunday, March 3rd, four vehicles that parked overnight at the exit portion of the Waterset Club parking lot were broken into. The maintenance team member contacted the authorities, who in turn reached out to the vehicle owners. On Wednesday, March 6th, a deputy visited the management office requesting footage, it was discovered that the cameras do not reach as far as the exit of the parking lot.

Management contacted a junk removal company to address the large items that had been improperly placed in the Central CDD dumpster by residents. Among the items removed were a dishwasher, construction debris, a mini fridge, and large scrap metal pieces.



Management has been in communication with Securitas regarding the absence of the designated security officer for Waterset Central on Saturday, March 2nd. Shockingly, we learned that Security Officer Oliver had been assaulted outside of work and was in critical condition. Securitas has assured us of ongoing updates and has provided a temporary security officer in the interim.

Maintenance

The maintenance team painted the baseboards in the Waterset Club Gathering room.

The maintenance team painted the kick plates at all Waterset Central amenity doors.

The maintenance team pressure washed the Waterset Clubhouse amenity building.





The maintenance team pressure washed the Waterline Station amenity.





The maintenance team replaced the light fixture in the women's pool restroom at the Waterset Club.



The maintenance team repaired the Yield sign at Milestone and Goldcoast Ave.





Central Community Development District - Community Director Report

The maintenance team replaced the pickleball net base as it was broken.



The maintenance team replaced the volleyball court lines.

The maintenance team repaired the windscreens in the tennis courts.

The maintenance team recently capped off electrical lines in an area where a bollard light fixture used to be located by the tennis courts.

Report Respectfully Submitted, Katiria Parodi, LCAM



Katiria Parodi

From:	Taylor Zoll <taylor.zoll2@gmail.com></taylor.zoll2@gmail.com>
Sent:	Friday, February 16, 2024 10:03 AM
То:	Katiria Parodi
Cc:	kelley.sempert@compass.com
Subject:	Easter Egg Hunt Proposal - Friday, March 22

To whom it may concern:

On behalf of the social committee, we are requesting the partial use of the following amenities on Friday, March 22 from 2pm-6pm for an Easter Egg Hunt:

-Lakeside -The Landing -The Clubhouse -Waterline Station

Each amenity will be able to remain open business as usual during the Egg Hunt. However, we will request that irrigation be turned off during this time. We are proposing that each amenity have approximately 500 eggs hidden outside (no indoor space will be used) and expect approximately 50 children per amenity searching for eggs.

We will have 16 parent volunteers (4 per park) hide the eggs at 2pm and we will communicate to the community that the Egg hunt will begin at 4pm and end at 6pm.

The same volunteers who "hide" eggs on Friday will go back to the location by Saturday morning to clean any leftover eggs/trash that may have been left behind.

Please let me know if you have any questions.

Best, Taylor --Taylor C. Zoll taylor.zoll2@gmail.com 847.309.4465 Bellydance classes proposal for Waterset community

Belly dancing, also known as Middle Eastern dance, is a form of dance that grew popular in America during romantic movement of the 19th century, and is recognized by its quick gyrations of the hips and movements of the hands. Although the dance has been around for hundreds of years, it is not until very recently that medical professionals have begun discovering the many health benefits of belly dancing.

To start with, belly dancing is a very low impact exercise which makes it suitable for women of any age. It is a total body workout that involves movements that come naturally to the female form, making it a very low injury risk exercise. Contrary to its name, the dance focuses on a lot more muscle groups than just belly. The main movements of belly dancing involve isolated tension of muscles in abdomen, pelvis, trunk, spine, and neck.

Of course belly dancing is also a great cardio workout, burning anywhere from 300-500 calories an hour depending on intensity.

I offer beginner through advanced level Egyptianamerican belly dance including choreographies, technique, props, and more.

Location

The Classes will be held on Mondays and Fridays at 12.00 pm at Waterset clubhouse location. Each class will meet for an hour. The first class is general introduction to Middle Eastern dancing, music, the exercises and their purpose, and the dance movements themselves. The remain classes will follow a set routine of warming up/stretching, work on movements, and cool down. The Waterset clubhouse is ideal for teaching (i.e., high ceilings, plenty of room, and good lighting).

The cost of the class is \$20.

Qualifications

I am driven to pass my knowledge of this dance form to others, to continue the chain of this ageless expression. I have 20 years of belly dance experience, 7 years of performing as a bellydancer at top stages of Middle East, including UAE, Bahrain, Turkey, and Jordan, learning my knowledge from champions of the world, and 4 years of teaching bellydance. I'm certified teacher of "Dancing for Birth" school, which prepares pregnant women for a healthy birth with belly dance movement.

Currently I'm teaching belly dance classes online via zoom.

I will be proud to share all my knowledge with waterset community.

If there are any questions, feel free to contact me.

Gulnaz Nichols <u>Gulnaziunusova@yahoo.com</u> 9044456013

-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/2024

	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
SUE	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					endorsed. If ement on this			
	DUCER				CONTACT NAME:	MM - Dance			
K&K Insurance Group, Inc.			PHONE (A/C, No, Ext):	1-800-506-48	356 FAX (A/C, No):	1-260-45	9-5502		
1712 Magnavox Way			E-MAIL ADDRESS:	info@fitnessi	nsurance-kk.com				
Foll Wayne, IN 40004					PRODUCER CUSTOMER ID:				
					INSURER(S) AFFORDING COVERAGE			NAIC #	
INSU	INSURED			INSURER A: Markel Insurance Company			38970		
	Gulnaz Nichols			INSURER B:					
	A: Gulnaz Nichols 8 Summer Sunset Dr				INSURER C:				
	llo Beach, FL 33572				INSURER D:				
	ember of the Sports, Leisure & Entert	ainme	nt RP0	G	INSURER E:				
					INSURER F:				
	VERAGES			CERTIFICATE N					N NUMBER:
NOT	S IS TO CERTIFY THAT THE POLICIES O WITHSTANDING ANY REQUIREMENT, JED OR MAY PERTAIN, THE INSURANC TH POLICIES, LIMITS SHOWN MAY HAVE		OR CO ORDEL	NDITION OF ANY CONTR) BY THE POLICIES DESC	ACT OR OTHER	DOCUMENT W	TH RESPECT TO WHICH	THIS CERTI	-ICATE MAY BEI
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	L	IMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		M1RPG000000131500	02/26/2024	02/26/2025	EACH OCCURRENCE		\$1,000,000
	CLAIMS- MADE X OCCUR	0			12:01 AM EDT	12:01 AM	DAMAGE TO RENTED PREMISES (Ea Occurrence)		\$1,000,000
							MED EXP (Any one person)		\$5,000
							PERSONAL & ADV INJURY		\$1,000,000
							GENERAL AGGREGATE		\$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG		\$1,000,000
	PRO- LOC						PROFESSIONAL LIABILITY		\$1,000,000
							BODILY INJURY TO PARTICIPANTS		\$1,000,000
_							COMBINED SINGLE LIMIT		
	ANY AUTO						(Ea accident) BODILY INJURY (Per person)		
	OWNED AUTOS SCHEDULED						BODILY INJURY (Per accident)		
	HIRED AUTOS						PROPERTY DAMAGE		
	AUTOS ONLY AUTOS ONLY						(Per accident)	-	
					-		EACH OCCURRENCE	-	
							AGGREGATE		
							- AGONEGATE		
_	DED RETENTION	N/A					PER		
	EMPLOYERS' LIABILITY		l i				EL EACH ACCIDENT		
	ANY PROPRIETOR/PARTNER/ Y / N EXECUTIVE OFFICER/MEMBER						E.L. DISEASE - EA EMPLOYEE	-	
	EXCLUDED? (Mandatory in NH)							_	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - POLICY LIMIT		
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL		
							EXCESS MEDICAL		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certified Instructor of: Belly Dancing The Certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.									
CERTIFICATE HOLDER CANCELLATION									
Waterset Central CDD SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN									
3434 Colwell Avenue THE EXPIRA			EXPIRATION RDANCE WITH		KEOF, NOTICE WILL PROVISIONS.	BE DE	LIVERED IN		
Tampa, FL 33614 AUTHORIZED REPRESENT									
Guiler/Wanager/Lessor of Fremises Acott hu			. /	1					
		_		1060	1 purch	И			
Cov	Coverage is only extended to U.S. events and activities.								

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Waterset Central 3434 Colwell Avenue	al Insured Person(s) Or Organization(s)	
Tampa, FL 33614		
Named Insured:	Gulnaz Nichols DBA: Gulnaz Nichols	

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Daily Site Report WATERSET CDD 02/28/2024 08:05am - 02/29/2024 08:05am

Time	Action	Details
04 53pm (12 2312024	Checkpoint Scan	Checkpoint Name: Dumpster Area
05:02pn 92:78:2024	Checkpoint Scan	Checkpoint Name: Patio Entrance Gate
05 05pm 02 23 2024	Checkpoint Scan	Checkpoint Name: 2. Public Access / Slide Pool
05 050m 02 23 2024	Checkpoint Scan	Checkpoint Name: 2. Public Access / Slide Pool
05 06pm 03 28 2024	#133454600 *Activity Log Entry	
		Comments Beginning if 1st patrol tour at 1700 hrs my first observation were that the parking lot at site one was almost completely full. There was one youth on back patio side of the gathering room There were 3 parents 5 4 toddlers and a baby playing near slide pool area There were 3 parents and 8 kids inside playground area Nearby people parked and sitting in cars 2 male walking along lakeside
		Picture 1

Picture 2





Picture 4



Officer Signature

Checkpoint Scan

Checkpoint Scan

Checkpoint Scan

Checkpoint Scan

Checkpoint Scan

#133454894 *Activity Log Entry

Checkpoint Name: 2, Public Access / Lap Pool

Checkpoint Name: 2. Public Access / Lap Pool

Checkpoint Name: 2, Public Access / Basketball court

Checkpoint Name: 2. Public Access /Pickleball Court

Checkpoint Name: 2. Public Access /Pickleball Court

Comments

At 1709hrs there were a beginning game of 3 in3 on the basketball court while are weekly tennis training in progress with toddler and a coach And 6 people on pickle ball

Picture 1



Officer Signature

Checkpoint Name: 2. Public Access / Restrooms

Checkpoint Name: Second Site Pool

05 35pm

Checkpoint Scan

Checkpoint Scan

3/9

Tour Comment

3 adults 2 toddler and two baby's on playground area at site 2 no activity at Pool area .kids playing up and down madrigal mother reportable activity at this time









#133457669 *Activity Log Entry

Comments

The passenger of this car approach me yelling and cursing saying a person 9ver the cameras were rushing her and she kept yelling I have kids and to not rush her as she continued to curse and walked off I tried explaining to her it was an automated mesage

Picture 1



Officer Signature

41° 2540° 22 22 29 29 294 Checkpoint Scan Checkpoint Scan

leckpoint Scar

Checkpoint Scan

8-19-12 IS

Checkpoint Scan

Checkpoint Scan

Checkpoint Scan

Checkpoint Scan

Areasen roin

39007 ×

#133461174 *Activity Log Entry

Checkpoint Name: 2. Public Access / Slide Pool

Checkpoint Name: Patio Entrance Gate

Checkpoint Name: Dumpster Area

Checkpoint Name: 2. Public Access /Pickleball Court

Checkpoint Name: 2. Public Access / Lap Pool

Checkpoint Name: 2. Public Access / Basketball court

Checkpoint Name: 2. Public Access / Restrooms

Comments

Parent and two children on basketball courts.there Pickleball empty and multiple tennis games in play

Picture 1



Picture 2



Officer Signature

01 55um 02 28 2024 Checkpoint Scan K - D Oliver WATERSAT COO

Checkpoint Name: Second Site Pool

WATERSET CDD

There currently no activity at site 2 besides one parked car in far front of parking lot. All site doors ,windows and gates have been checked locked and secured . Front gate to site to still needs to be checked my maintenance it seems to be tampered with preventing it from. Sometimes closing and locking Tour Comment Checkpoint Scan Checkpoint Name: Patio Entrance Gate Checkpoint Scan Checkpoint Name: Dumpster Area Checkpoint Scan Checkpoint Name: 2. Public Access /Pickleball Court Checkpoint Scan 03.40pm 02.24:0024 Checkpoint Name: 2. Public Access / Basketball court Checkpoint Scan Checkpoint Name: 2. Public Access / Slide Pool Checkpoint Scan Checkpoint Name: 2. Public Access / Lap Pool Checkpoint Scan Checkpoint Name: 2. Public Access / Restrooms Checkpoint Scan Checkpoint Name: 2. Public Access / Basketball court Checkpoint Scan Checkpoint Name: 2. Public Access / Lap Pool Checkpoint Scan Checkpoint Name: 2. Public Access / Slide Pool #133467738 *Activity Log Entry

Comments

All court activity ceased and everyone went home at 1755 hrs when lights went out .current patrol underway all courts locked and secured All pool area locked and secured. Fitness center clean quite locked and secured No persons on site at this time

Securitas Security Services, Inc.

Officer Signature

11 ctair 42 75 1 54

12 28 2824

II 24ger

Checkpoint Scan Checkpoint Scan

Checkpoint Scan

Tour Comment

#764174 Video

Checkpoint Scan

#764175 Video

#133470970 *Activity Log Entry

Checkpoint Name: 2, Public Access / Restrooms

Checkpoint Name: Patio Entrance Gate

Checkpoint Name: 2. Public Access /Pickleball Court

sc an but didn't show it scanned everything clear and routine at this location

View On Your Portal : https://tracktik.securitasinc.com

Checkpoint Name: Second Site Pool

View On Your Portal : https://tracktik.securitasinc.com

Comments

One person sitting in vehicle when I arrived, however left a few moments later.no other activity at this location at this time

Picture 1



Officer Signature

Checkpoint Name: 2. Public Access / Basketball court

Checkpoint Name: 2. Public Access / Restrooms

Checkpoint Name: 2. Public Access /Pickleball Court

Checkpoint Name: Dumpster Area

11 35µn 12 38 2024

Checkpoint Scan

VATEPSET COD Checkpoint Scan

Checkpoint Scan

Checkpoint Scan

8/9

Securitas Security Services, Inc.

12 (* Jan 02 23 2024	Checkpoint Scan	Checkpoint Name: Patio Entrance Gate
an 102 -	Checkpoint Scan	Checkpoint Name: 2. Public Access / Slide Pool
10-59.00 12-59.00 12-59.50	Checkpoint Scan	Checkpoint Name: 2. Public Access / Lap Pool
01 13a0 02 21 2024	#133477279 *Activity Log Entry	
		Comments At this time I am doing a thorough check on both sites 1 &2 insuring all gates ,doors and windows are noloc ked properly and all checkpoints have been checked off .no abnormal or reportable activity at this time .All security measures followed and security remains intact proceeding to clock out
		Officer Signature

All

Tab 4

Tab 4 I

DRAFT 022324

Consideration: \$10.00 Documentary Transfer Taxes: \$.70

This instrument was prepared by and after recording, return to: Jessica Paz Mahoney, Esq. Mahoney Law Group, P.A. 2240 Belleair Road, Suite 210 Clearwater, Florida 33764

GRANT OF EASEMENTS, MAINTENANCE AND COST-SHARING AGREEMENT FOR WATERSET PHASE 3 AMENITY CENTER (Lot A)

THIS GRANT OF EASEMENTS, MAINTENANCE AND COST-SHARING AGREEMENT FOR WATERSET PHASE 3 AMENITY CENTER (LOT A) (the "Agreement") is made as of the _____ day of March, 2024 by the WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under chapter 190, Florida Statutes (the "District"), whose post office address is c/o Rizzetta & Company, Incorporated 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 and NNP–SOUTHBEND II, LLC, a Delaware limited liability company ("Lot A Owner"), whose post office address is 3162 South Falkenburg Road, Riverview, Florida 33578, with reference to the following facts:

RECITALS

A. The District is the owner of certain real property in Hillsborough County, Florida, which is more particularly described as follows: (1) access easement area described and depicted on **Exhibit A** attached hereto and incorporated herein by reference (the "Access Easement Area"), (2) stormwater easement area described and depicted on **Exhibit B** attached hereto and incorporated herein by reference (the "Stormwater Easement Area"), and (c) sanitary easement area described and depicted on **Exhibit C** attached hereto and incorporated herein by reference (the "Sanitary Easement Area" and together with the Access Easement Area and the Stormwater Easement Area, collectively, the "Easement Areas").

B. Lot A Owner is the owner of certain real property in Hillsborough County, Florida, which is more particularly described as follows ("Lot A"):

Lot A, Waterset Phase 3 Amenity Center Platted Subdivision With No Improvements, according to the plat thereof, recorded in Plat Book 132, Pages 1 through 5, inclusive, of the Public Records of Hillsborough County, Florida (the "Plat"). C. Lot A Owner desires for the District to grant to Lot A Owner, and the District is willing to grant to Lot A Owner, certain easements over the Easement Areas for the benefit of Lot A, in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the District and Lot A Owner agree as follows:

1. **<u>Recitals: Exhibits</u>**. The foregoing recitals are true and correct and, together with all Exhibits attached hereto, are incorporated herein by reference and made a part of this Agreement.

2. <u>Grant of Easements</u>. The District hereby grants the following easements to Lot A Owner and its successors in title, appurtenant to and for the benefit of Lot A (collectively, the "Easements"):

(a) <u>Access Easement.</u> A permanent, non-exclusive easement for vehicular and pedestrian ingress and egress by Lot A Owner, its agents, employees, contractors, subcontractors, guests and invitees (each with Lot A Owner, a "**Permitted User**") over, across and through the Access Easement Area to Paradiso Drive.

(b) <u>Stormwater Easement.</u> A permanent, non-exclusive easement for stormwater drainage from Lot A through underground stormwater pipe(s) under and through the Stormwater Easement Area, including the right of Drainage outfall into Tract B-34, according to the Plat ("**Tract B-34**").

(c) <u>Sanitary Easement.</u> A permanent, non-exclusive easement for sanitary sewer utility purposes from Lot A through an underground sanitary sewer pipe connecting to the District's sanitary sewer line within the Sanitary Easement Area.

3. <u>Maintenance and Cost-Sharing</u>.

(a) <u>Access Easement Area.</u> The District shall maintain, repair and replace the pavement and other access-related improvements within the Access Easement Area (collectively, the "Access Improvements") in good conditions and repair, at the District's cost and expense, subject to Lot A Owner's payment to the District of its share of such cost and expense in accordance with this subsection (a). Lot A Owner shall reimburse the District for fifty percent (50%) of the total actual out-of-pocket cost and expense incurred by the District, which is attributable to the maintenance, repair and/or replacement of the Access Improvements; provided, however, that Lot A Owner shall be responsible for one hundred percent (100%) of the cost an expense to repair or replace any Access Improvements that are damaged or destroyed to the extent such damage or destruction is caused by any Permitted User. Any amounts owed by the Lot A Owner to the District shall be payable by the Lot A Owner to the District within thirty (30) days after the District delivers an itemized invoice for such cost and expense to Lot A Owner.

(b) <u>Stormwater Easement.</u> The District shall maintain, repair and replace the stormwater pipe and related stormwater drainage improvements that serve Lot A within the Stormwater Easement Area (collectively, the "Stormwater Improvements") in good conditions and

repair, at the District's cost and expense, subject to Lot A Owner's payment to the District of its share of such cost and expense in accordance with this subsection (b). Lot A Owner shall reimburse the District for thirty percent (30%) of the total actual out-of-pocket cost and expense incurred by the District, which is attributable to the maintenance, repair and/or replacement of the Stormwater Improvements and two percent (2%) of the total actual out-of-pocket cost and expense incurred by the District which is attributable to maintenance of Tract B-34; provided, however, that Lot A Owner shall be responsible for one hundred percent (100%) of the cost an expense to repair or replace any Stormwater Improvements that are damaged or destroyed to the extent such damage or destruction is caused by any Permitted User. Any amounts owed by the Lot A Owner to the District, pursuant to this subsection (b), shall be payable by the Lot A Owner to the District within thirty (30) days after the District delivers an itemized invoice for such cost and expense to Lot A Owner.

Sanitary Easement. Lot A Owner shall maintain, repair and replace, at Lot (c) A Owner's sole cost and expense, the sanitary sewer pipe within the Sanitary Easement Area from the Lot A property boundary to the point of connection with the District's sanitary sewer pipe within the Sanitary Easement Area (the "Lot A Sewer Pipe"). The District shall maintain, repair and replace the sanitary sewer pipe and related sanitary sewer improvements that serve Lot A within the Sanitary Easement Area from the point of connection of the Lot A Sewer Pipe with the District's sanitary sewer pipe to such sanitary sewer pipe's connection to the County's sewer line within Paradiso Drive (collectively, the "District's Sanitary Improvements") in good conditions and repair, at the District's cost and expense, subject to Lot A Owner's payment to the District of its share of such cost and expense in accordance with this subsection (c). Lot A Owner shall reimburse the District for fifty percent (50%) of the total actual out-of-pocket cost and expense incurred by the District, which is attributable to the maintenance, repair and/or replacement of the District's Sanitary Improvements; provided, however, that Lot A Owner shall be responsible for one hundred percent (100%) of the cost an expense to repair or replace the District's Sanitary Improvements that are damaged or destroyed to the extent such damage or destruction is caused by any Permitted User. Any amounts owed by the Lot A Owner to the District, pursuant to this subsection (c), shall be payable by the Lot A Owner to the District within thirty (30) days after the District delivers an itemized invoice for such cost and expense to Lot A Owner.

(d) <u>Lien Rights.</u> If Lot A Owner fails to pay the District its share of the District's total actual out-of-pocket cost and expense as and when required by subsections (b) and (c) above, and such failure continues for a period of fifteen (15) days after written notice from the District to Lot A Owner, then such amounts due shall accrue interest at the rate of twelve percent (12%) per annum from the date due until paid in full to the District, and the District shall have the right to record a claim of lien against title to Lot A and foreclose the lien in accordance with applicable Florida law.

4. <u>Mutual Indemnification</u>. All activities of the District or any Permitted User, in the exercise of their respective rights and obligations under this Agreement, shall be conducted so as not to cause any material damage to any portion of Lot A, the Easement Area, or the improvements and facilities located therein, or to any property adjacent thereto. Any party who takes title to any portion of the Easement Area or Lot A, by acceptance of a deed to such property, agrees to, and shall, indemnify and hold each other harmless from and against any and all claims for property damage or personal injuries or any other claims, demands, actions, causes of action, damages, liabilities, losses, costs or expenses, including reasonable attorneys' and paralegals' fees, arising in connection with, or in any way related to, such party's exercise of its rights or obligations under this Agreement. This

section shall not constitute, or be construed as, a waiver of the District's limitation on liability set forth in Section 768.28, <u>Florida Statutes</u>.

5. <u>Covenants Running With the Land; Binding Effect.</u> The Easements set forth in this Agreement, shall be deemed appurtenant to and for the benefit of Lot A and burdening the Easement Areas, and shall constitute covenants running with the land, binding upon the Easement Areas and Lot A, the owners thereof, and their successors and assigns.

6. <u>Amendment: Waiver.</u> This Agreement may only be amended, modified or terminated, in whole or in part, by an instrument executed by the owner(s) of any portion of the Easement Areas and Lot A, or their respective successors or assigns. No waiver of any provision hereof shall be effective unless done so in writing signed by the party entitled to enforce such matter, nor shall any single waiver constitute a waiver of any subsequent obligation.

7. **Enforcement.** In the event of a default or failure by any owner of any portion of the Property, or their successors or assigns, under this Agreement, then the non-defaulting party may deliver to the defaulting party written notice specifying the default or failure, and the defaulting party shall have fifteen (15) days to remedy the same, failing which the non-defaulting party shall be entitled to seek damages, specific performance, injunctive relief, and any other legal or equitable remedy on account of such default, but shall not be entitled to a termination of this Agreement.

8. <u>Attorneys' Fees.</u> In the event of any dispute arising under this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action. This provision shall survive any termination of this Agreement.

9. <u>Governing Law; Venue</u>. This Agreement shall be governed in accordance with Florida Law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Hillsborough County, Florida.

10. <u>No Third Party Beneficiaries; Dedication</u>. Except to the extent otherwise expressly provided for in this Agreement, no person or entity shall be deemed a beneficiary of the terms of this Agreement. The Easements and other terms and conditions of this Agreement shall not constitute dedications to the public.

11. <u>Notices.</u> Any notices to be delivered pursuant to this Agreement shall be delivered to the applicable fee title owner of any portion of Lot A or the Easement Areas, as applicable, at the addresses on file with the Hillsborough County Tax Collector for purposes of collecting property taxes and assessments for such owner's property that is subject to this Agreement. Notices required by this Agreement shall be effective if delivered by hand, overnight courier service, or U.S. Mail, postage prepaid. Notices shall be deemed received within three (3) days of deposit in the mail if sent by U.S. Mail, upon delivery if hand delivered, and one (1) business day after deposit with any overnight courier service if sent in such manner.

[Signature on following page.]

IN WITNESS WHEREOF, the District has caused this Agreement to be executed effective as of the date set forth in the preamble of this Agreement.

Witnesses:	District:			
(Signature) Print Name: Address:	WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes.			
(Signature) Print Name: Address:	By: Deneen Klenke Chair of the Board of supervisors			
STATE OF COUNTY OF				

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, [__] by means of physical presence or [__] online notarization, by Deneen Klenke, as Chair of the Board of Supervisors of the Waterset Central Community Development District, on behalf of the district, who is personally known to me.

NOTARY PUBLIC Name:_____ My Commission Expires: [notary seal] IN WITNESS WHEREOF, Lot A Owner has caused this Agreement to be executed effective as of the date set forth in the preamble of this Agreement.

Witnesses:

Lot A Owner:

NNP-SOUTHBEND II, LLC,

a Delaware limited liability company

(Signature	e)		
Print Nan	ne:		
Address:			

By: Len Jaffe, Vice President

(Signature)	
Print Name:	
Address:	

STATE OF ______ COUNTY OF ______

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, [__] by means of physical presence or [__] online notarization, by Len Jaffe, as Vice President of NNP-Southbend II, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

NOTARY PUBLIC Name:______ My Commission Expires: [notary seal]

<u>Exhibit A</u>

Access Easement Area

[Legal description and sketch attached on the following three (3) pages.]

WATERSET PHASE 3 AMENITY CENTER ACCESS EASEMENT

DESCRIPTION: That part of TRACT "C-2", according to the plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, as recorded in Plat Book 132, Pages 1 through 5 inclusive, of the Public Records of Hillsborough County, Florida, lying in Section 23, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Lot A, according to said plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, for a **POINT OF BEGINNING**, run thence along the Northerly boundary of said Lot A and the Southerly boundary of the aforesaid TRACT "C-2", the following four (4) courses: 1) Westerly, 110.18 feet along the arc of a curve to the right having a radius of 187.00 feet and a central angle of 33°45'30" (chord bearing N.68°07'36"W., 108.59 feet) to a point of tangency; 2) N.51°14'51"W., 27.40 feet to a point of curvature; 3) Westerly, 76.43 feet along the arc of a curve to the left having a radius of 113.00 feet and a central angle of 38°45'09" (chord bearing N.70°37'25"W., 74.98 feet) to a point of tangency; 4) WEST, 36.37 feet; thence NORTH, 87.00 feet; thence EAST, 25.50 feet; thence SOUTH, 12.00 feet; thence EAST, 10.87 feet to a point of curvature; thence Easterly, 127.16 feet along the arc of said curve to the right having a radius of 188.00 feet and a central angle of 38°45'09" (chord bearing S.70°37'25"E., 124.75 feet) to a point of tangency; thence S.51°14'51"E., 27.40 feet to a point of curvature; thence Southeasterly, 53.31 feet along the arc of a curve to the left having a radius of 112.00 feet and a central angle of 27°16'16" (chord bearing S.64°52'59"E., 52.81 feet) to a point on the Easterly boundary of the aforesaid TRACT "C-2"; thence along said Easterly boundary of TRACT "C-2", the following two (2) courses: 1) S.05°00'00"E., 40.51 feet to a point of curvature; 2) Southerly, 36.27 feet along the arc of a curve to the right having a radius of 969.00 feet and a central angle of 02°08'40" (chord bearing S.03°55'40"E., 36.26 feet) to the **POINT OF BEGINNING**.

Containing 0.433 acres, more or less.

WATERSET PHASE 3 AMENITY CENTER ACCESS EASEMENT

				Prepared For: NNP-SOUTHBEND II	
				DESCRIPTION SKETCH (Not a Survey)	AMERRITT, INC. LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azeele Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200
No.	Date	Description	Dwn.	Arthur W. Merritt	Orawn: WFS Checked: AWM Order No.: AMI-WSN-WS-137 Date: 4-6-23 Dwg: WSET-PH3-AMENITY-ACCESS-DS.dwg
REVISIONS SHEET NO. 1 OF 3 SHEETS				FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 244332 A RECEIVENT	File Path: P:\Waterset\Master Plan\Description\Ph3-Amenity-Earnts\Access Easement SECTION 23, TOWNSHIP 31 SOUTH, RANGE 19 EAST

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	187.00	33°45'30"	110.18	108.59	N.68°07'36"W.
2	113.00	38°45'09"	76.43	74.98	N.70°37'25"W.
3	188.00	38°45'09"	127.16	124.75	S.70°37'25"E.
4	112.00	27°16'16"	53.31	52.81	S.64°52'59"E.
5	969.00	02°08'40"	36.27	36.26	S.03°55'40"E.

CURVE DATA TABLE

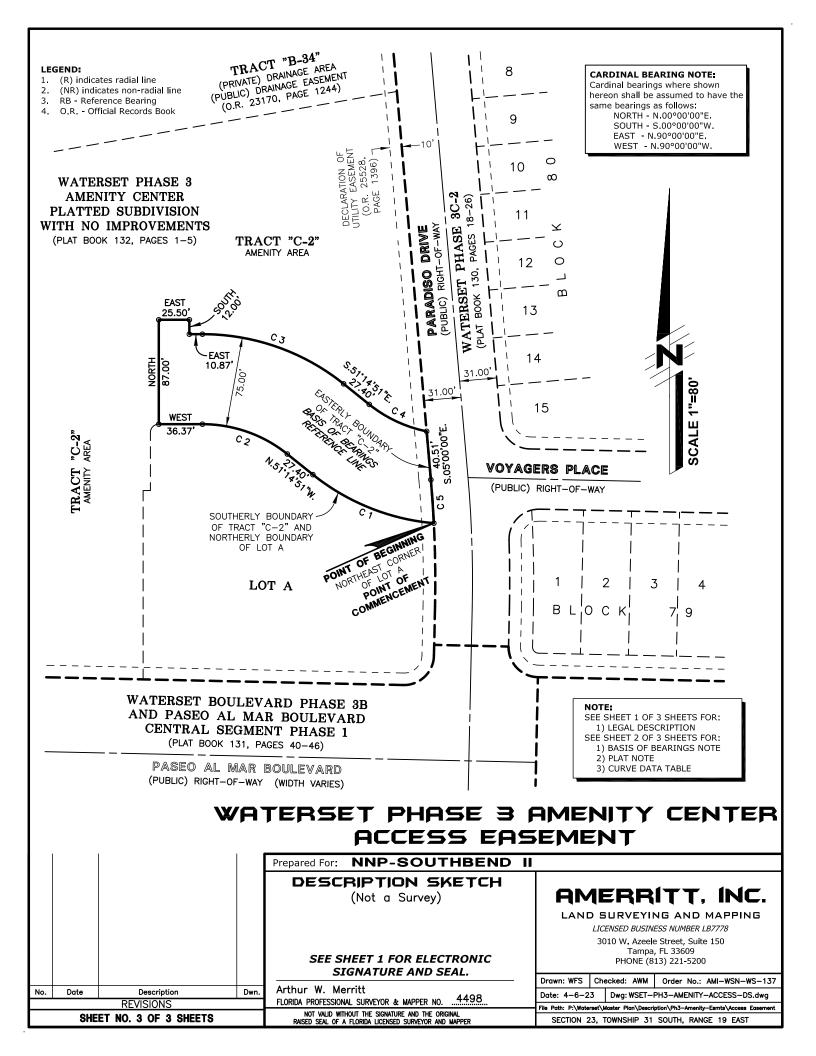
PLAT NOTE: Refer to the recorded plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, as recorded in Plat Book 132, Pages 1 through 5 inclusive, of the Public Records of Hillsborough County, Florida for detail information of TRACT "C-2"

BASIS OF BEARINGS

The Easterly boundary of TRACT "C-2", as referenced hereon, according to the plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, as recorded in Plat Book 132, Pages 1 through 5 inclusive, of the Public Records of Hillsborough County, Florida, has a Grid bearing of S.05°00'00"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

WATERSET PHASE 3 AMENITY CENTER ACCESS EASEMENT

				Prepared For: NNP-SOUTHBEND II			
				DESCRIPTION SKETCH (Not a Survey)	AMERRITT, IN		
					D SURVEYI	NG AND MAPPING	
						LICENSED BUSIN	ESS NUMBER LB7778
						3010 W. Azee	e Street, Suite 150
						Tampa	, FL 33609
				SEE SHEET 1 FOR ELECTRONIC		PHONE (8	13) 221-5200
				SIGNATURE AND SEAL.			
					Drawn: WFS	Checked: AWM	Order No.: AMI-WSN-WS-137
No.	Date	Description	Dwn.	Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO	Date: 4-6-2	23 Dwg: WSET-	PH3-AMENITY-ACCESS-DS.dwg
REVISIONS FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO					File Path: P:\Waterset\Master Plan\Description\Ph3-Amenity-Esmts\Access Easement		
OUEEEE NO. O. O				23, TOWNSHIP 31	SOUTH, RANGE 19 EAST		



<u>Exhibit B</u>

Stormwater Easement Area

[Legal description and sketch attached on the following three (3) pages.]

WATERSET PHASE 3 AMENITY CENTER STORM EASEMENT

DESCRIPTION: That part of TRACT "C-2", according to the plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, as recorded in Plat Book 132, Pages 1 through 5 inclusive, of the Public Records of Hillsborough County, Florida, lying in Section 23, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said TRACT "C-2" for a **POINT OF BEGINNING**, run thence along the Westerly boundary of said TRACT "C-2", N.10°43'04"E., 153.79 feet; thence S.89°59'34"E., 407.38 feet to a point on the Southerly boundary of said TRACT "C-2", also being a point on the Westerly boundary of Lot A, according to the aforesaid plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS; thence along said Southerly boundary of TRACT "C-2" and said Westerly boundary of Lot A, the following three (3) courses: 1) SOUTH, 11.12 feet; 2) WEST, 6.03 feet; 3) SOUTH, 157.32 feet to the Southwest corner of said Lot A; thence continue along said Southerly boundary of TRACT "C-2", the following two (2) courses: 1) N.88°45'00"W., 249.77 feet to a point of curvature; 2) Westerly, 180.69 feet along the arc of a curve to the right having a radius of 2038.00 feet and a central angle of 05°04'47" (chord bearing N.86°12'36"W., 180.63 feet) to the **POINT OF BEGINNING**.

Containing 1.557 acres, more or less.

WATERSET PHASE 3 AMENITY CENTER STORM EASEMENT

				Prepared For: NNP-SOUTHBEND II	
				DESCRIPTION SKETCH (Not a Survey)	AMERRITT, INC. LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azeele Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200
No.	Date	Description REVISIONS	Dwn.	Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498 LAND	Drawn: WFS Checked: AWM Order No.: AMI-WSN-WS-137 Date: 4-7-23 Dwg: WSET-PH3-AMENITY-STORM-DS.dwg File Path: P:\Waterset\Waster Plan\Description\Ph3-Amenity-Earnts\Storm Earnt Blanket
	SHE	ET NO. 1 OF 3 SHEETS		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	SECTION 23, TOWNSHIP 31 SOUTH, RANGE 19 EAST

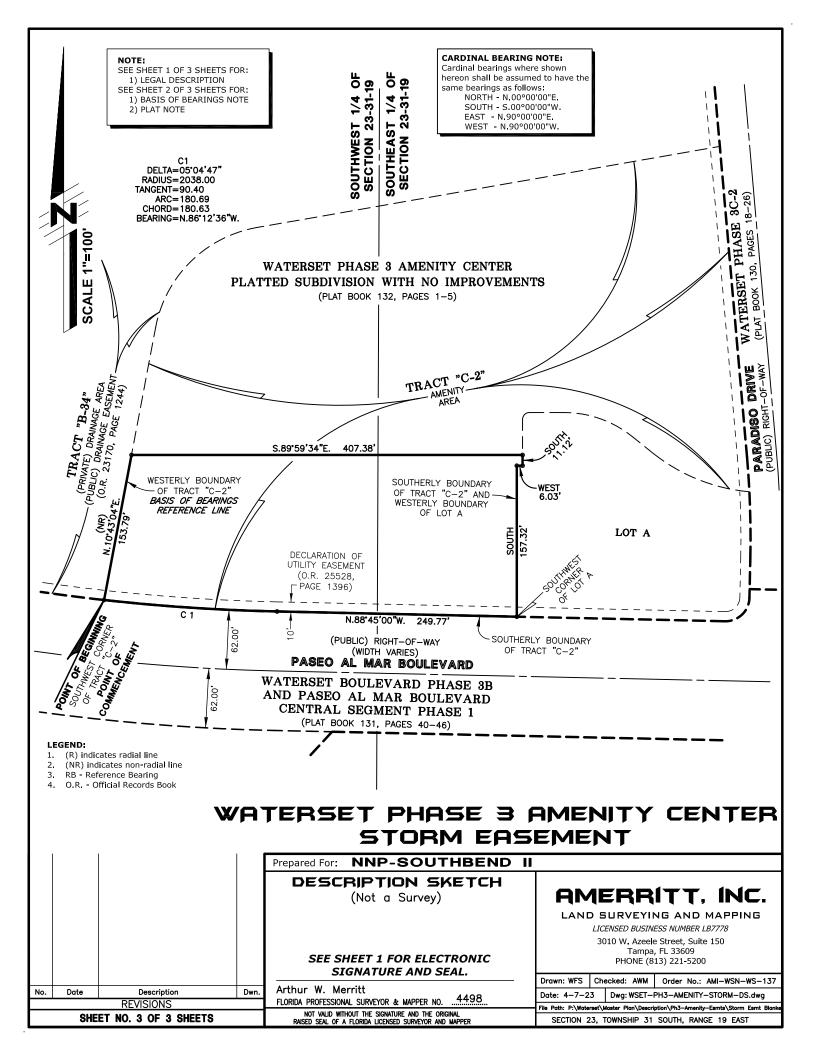
PLAT NOTE: Refer to the recorded plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, as recorded in Plat Book 132, Pages 1 through 5 inclusive, of the Public Records of Hillsborough County, Florida for detail information of TRACT "C-2"

BASIS OF BEARINGS

The Westerly boundary of TRACT "C-2", as referenced hereon, according to the plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, as recorded in Plat Book 132, Pages 1 through 5 inclusive, of the Public Records of Hillsborough County, Florida, has a Grid bearing of N.10°43'04"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

WATERSET PHASE 3 AMENITY CENTER STORM EASEMENT

					•		
				Prepared For: NNP-SOUTHBEND II			
				DESCRIPTION SKETCH (Not a Survey)	AM	1ERR	ITT, INC.
					LAND SURVEYING AND MAPPINI		
					LICENSED BUSINESS NUMBER LB7778		
							e Street, Suite 150 , FL 33609
				SEE SHEET 1 FOR ELECTRONIC		PHONE (8	13) 221-5200
				SIGNATURE AND SEAL.	Drawn: WFS	Checked: AWM	Order No.: AMI-WSN-WS-137
No.	Date	Description	Dwn.	Arthur W. Merritt	Date: 4-7-2	3 Dwa: WSET-	PH3-AMENITY-STORM-DS.dwg
		REVISIONS		FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO	File Path: P:\Waterset\Master Plan\Description\Ph3-Amenity-Esmts\Storm Esmt Blanke		
	SHEET NO. 2 OF 3 SHEETS			NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	SECTION 2	23. TOWNSHIP 31	SOUTH, RANGE 19 EAST



<u>Exhibit C</u>

Sanitary Easement Area

[Legal description and sketch attached on the following three (3) pages.]

WATERSET PHASE 3 AMENITY CENTER SANITARY EASEMENT

DESCRIPTION: That part of TRACT "C-2", according to the plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, as recorded in Plat Book 132, Pages 1 through 5 inclusive, of the Public Records of Hillsborough County, Florida, lying in Section 23, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Lot A, according to said plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, run thence along the Northerly boundary of said Lot A and the Southerly boundary of the aforesaid TRACT "C-2", the following two (2) courses: 1) Westerly, 23.59 feet along the arc of a curve to the right having a radius of 187.00 feet and a central angle of 07°13'36" (chord bearing N.81°23'33"W., 23.57 feet) to the **POINT OF BEGINNING**; 2) continue Westerly, 20.01 feet along the arc of said curve to the right having the same radius of 187.00 feet and a central angle of 06°07'51" (chord bearing N.74°42'50"W., 20.00 feet); thence N.15°07'34"E., 51.00 feet to a point on a curve; thence Easterly, 10.33 feet along the arc of a curve to the left having a radius of 138.00 feet and a central angle of 04°17'23" (chord bearing S.72°51'48"E., 10.33 feet) to a point of compound curvature; thence Easterly, 15.47 feet along the arc of a curve to the left having a radius of 27.00 feet and a central angle of 32°49'53" (chord bearing N.88°34'34"E., 15.26 feet) to a point on the Easterly boundary of the aforesaid TRACT "C-2"; thence along said Easterly boundary of TRACT "C-2", the following two (2) courses: 1) $S.05^{\circ}00'00$ "E., 19.26 feet to a point of curvature; 2) Southerly, 8.91 feet along the arc of a curve to the right having a radius of 969.00 feet and a central angle of 00°31'37" (chord bearing S.04°44'11"E., 8.91 feet) to a point on a curve; thence Westerly, 14.70 feet along the arc of a curve to the right having a radius of 162.00 feet and a central angle of 05°11'53" (chord bearing N.81°00'43"W., 14.69 feet); thence S.15°07'34"W., 27.00 feet to the **POINT OF BEGINNING.**

Containing 0.030 acres, more or less.

WATERSET PHASE 3 AMENITY CENTER SANITARY EASEMENT

				Prepared For: NNP-SOUTHBEND II	
				DESCRIPTION SKE FOH (Not a Survey) & TIFIC No. 4498	AMERRITT, INC. LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azeele Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200
No.	Date	Description REVISIONS	Dwn.	Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498LAND	Drawn: WFS Checked: AWM Order No.: AMI-WSN-WS-137 Date: 4-6-23 Dwg: WSET-PH3-AMENITY-SANITARY-DS.dwg
	SHE	ET NO. 1 OF 3 SHEETS		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	File Path: P:\Waterset\Master Plan\Description\Ph3-Amenity-Esmts\Sanitary Easement SECTION 23, TOWNSHIP 31 SOUTH, RANGE 19 EAST

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	187.00	07°13'36"	23.59	23.57	N.81°23'33"W.
2	187.00	06°07'51"	20.01	20.00	N.74°42'50"W.
3	138.00	04°17'23"	10.33	10.33	S.72°51'48"E.
4	27.00	32°49'53"	15.47	15.26	N.88°34'34"E.
5	969.00	00°31'37"	8.91	8.91	S.04°44'11"E.
6	162.00	05°11'53"	14.70	14.69	N.81°00'43"W.

CURVE DATA TABLE

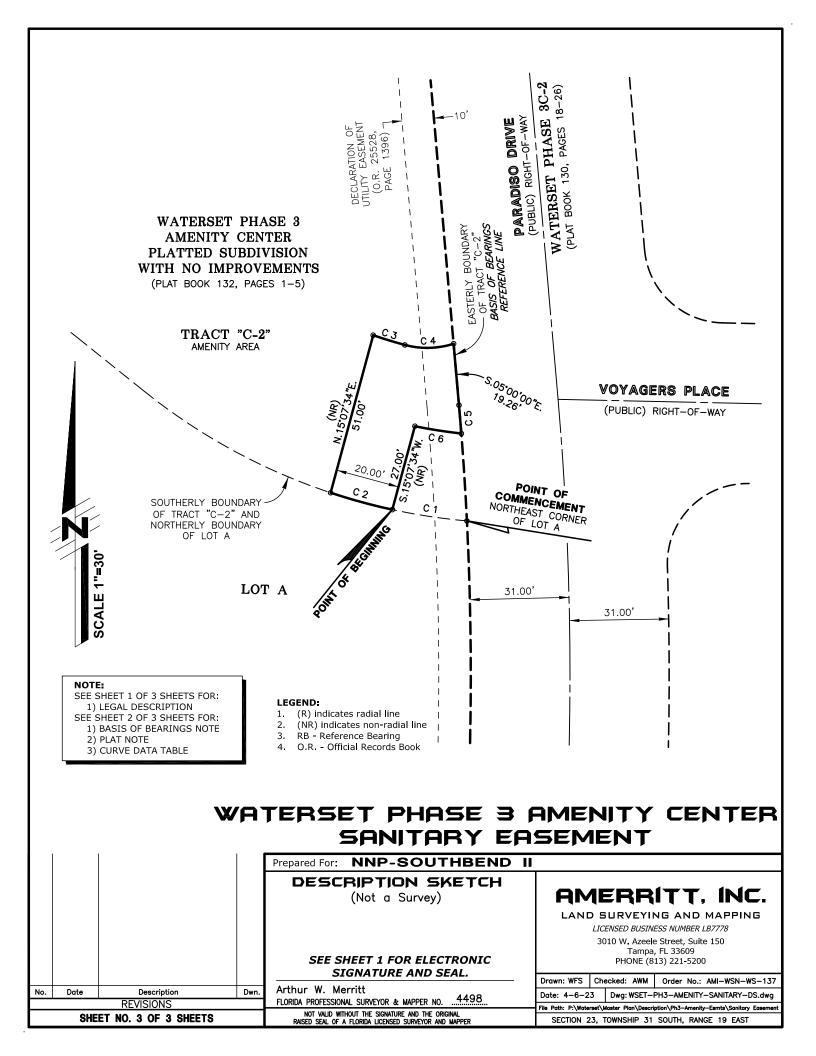
PLAT NOTE: Refer to the recorded plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, as recorded in Plat Book 132, Pages 1 through 5 inclusive, of the Public Records of Hillsborough County, Florida for detail information of TRACT "C-2"

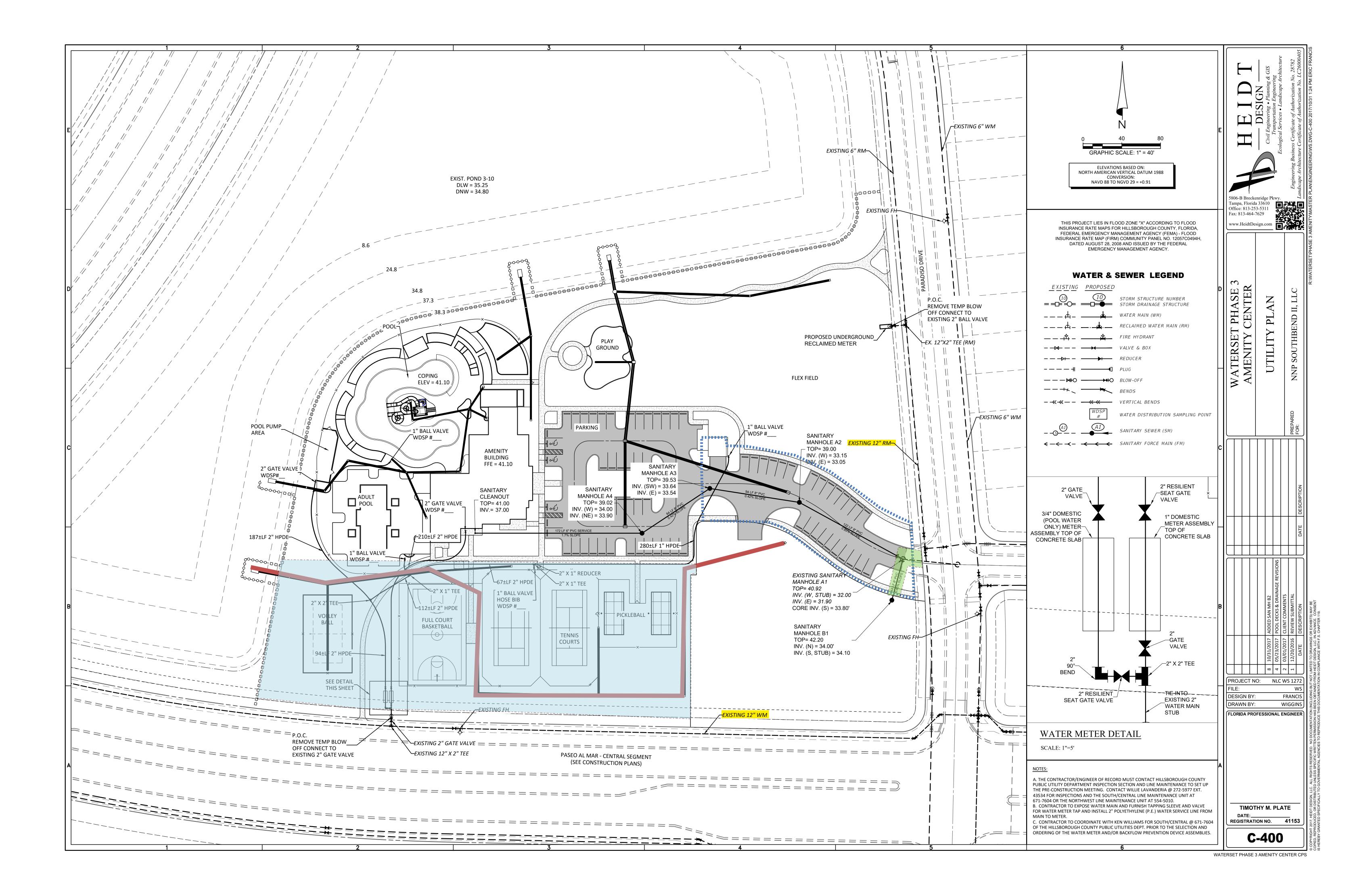
BASIS OF BEARINGS

The Easterly boundary of TRACT "C-2", as referenced hereon, according to the plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, as recorded in Plat Book 132, Pages 1 through 5 inclusive, of the Public Records of Hillsborough County, Florida, has a Grid bearing of S.05°00'00"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

WATERSET PHASE 3 AMENITY CENTER SANITARY EASEMENT

			1					
				Prepared For: NNP-SOUTHBEND II				
				DESCRIPTION SKETCH (Not a Survey)	A M	1ERR	ITT, INC.	
					LANI	D SURVEYI	NG AND MAPPING	
					LICENSED BUSINESS NUMBER LB7778			
							e Street, Suite 150 , FL 33609	
				SEE SHEET 1 FOR ELECTRONIC			13) 221-5200	
				SIGNATURE AND SEAL.	Drawn: WFS	Checked: AWM	Order No.: AMI-WSN-WS-137	
No.	Date	Description	Dwn.	Arthur W. Merritt	Date: 4-6-2	23 Dwg: WSET-	PH3-AMENITY-SANITARY-DS.dwg	
		REVISIONS		FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO		File Path: P:\Waterset\Master Plan\Description\Ph3-Amenity-Esmts\Sanitary Easement		
	SHE	ET NO. 2 OF 3 SHEETS		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER			SOUTH, RANGE 19 EAST	





Tab 4 II

Consideration: \$10.00 Documentary Stamps: \$.70

Prepared by and when recorded return to:

Jessica Paz Mahoney, Esq. MAHONEY LAW GROUP, P.A. 2240 Belleair Road Suite 210 Clearwater, Florida 33764

Folio # 053975-2073

SPECIAL WARRANTY DEED

(Waterset Phase 4A South)

THIS SPECIAL WARRANTY DEED ("Deed") is made this _____ day of _____, 2024, by NNP-SOUTHBEND II, LLC, a Delaware limited liability company ("Grantor"), whose address is 3162 South Falkenburg Road, Riverview, Florida 33578, in favor of WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under Chapter 190, <u>Florida Statutes</u> ("Grantee"), whose address is c/o Rizzetta & Company, Incorporated, 9428 Camden Field Parkway, Riverview, Florida 33578.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida ("**Property**"), shown on the below described plat (the "**Plat**"):

See Exhibit A attached to this Deed

Together with all appurtenances thereunto appertaining.

TO HAVE AND TO HOLD the Property, together with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever. By acceptance hereof, Grantee acknowledges its responsibility for maintenance and operation of the Property.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT AS CONTEMPLATED BY THE PLAT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER, AND ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

This conveyance is made subject to: (a) taxes for the year 2024 and subsequent years; (b) governmental requirements and restrictions (including, without limitation, zoning and land use ordinances); and (c) all easements, covenants, conditions, restrictions, reservations and other matters of record, including (without limitation) the Plat, and the rights and interests reserved to Grantor as "Owner" on said Plat.

Subject to the matters noted in this Deed, Grantor does hereby warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signatures Begin on Following Page]

[Grantor's Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, sealed and delivered in the presence of:

NNP-SOUTHBEND II, LLC, a Delaware limited liability company

By: _____

Len Jaffe, Vice President

Print Name: ______ Address: 3162 South Falkenburg Road Riverview, Florida 33578

Print Name:

Address: 3162 South Falkenburg Road Riverview, Florida 33578

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [_] physical presence or [__] online notarization, this _____ day of _____, 2024, by Len Jaffe, as Vice President of NNP-Southbend II, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me.

NOTARY PUBLIC Print or Stamp Name: _____ My Commission Expires: _____

NOTARY SEAL:

[Signatures Continued on Following Page]

[Grantee's Signature Page to Special Warranty Deed]

ACCEPTED BY GRANTEE:

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT,

a local unit of special purpose government, organized and existing under Chapter 190, <u>Florida Statutes</u>

By:

Deneen Klenke, Chairman of the Board of Supervisors

Print Name: Address: 3162 South Falkenburg Road Riverview, Florida 33578

Signed, sealed and delivered

in the presence of:

Print Name:

Address: 3162 South Falkenburg Road Riverview, Florida 33578

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2024, by Deneen Klenke, as Chairman of the Board of Supervisors of Waterset Central Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, <u>Florida Statutes</u>, on behalf of said entity, who is personally known to me.

> NOTARY PUBLIC Print or Stamp Name: _____ My Commission Expires: _____

NOTARY SEAL:

EXHIBIT A Property

Tract "B-47," according to the plat of WATERSET PHASE 4A SOUTH, as recorded in Plat Book 133, Pages 95 through 114, inclusive, of the Public Records of Hillsborough County, Florida (the "**Plat**");

LESS AND EXCEPT, the portion of said Tract "B-47," which is described as the "Easement Parcel" on Exhibit A of that certain Perpetual Drainage Easement recorded in O.R. Book 15370, Page 592, of the Public Records of Hillsborough County, Florida.

[Depiction attached for illustrative purposes only.]

BILL OF SALE

(Waterset Phase 4A South)

KNOW ALL MEN BY THESE PRESENTS, that **NNP-SOUTHBEND II, LLC**, a Delaware limited liability company, whose address for purposes hereof is 3162 South Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, <u>Florida Statutes</u> ("**District**"), whose address is c/o Rizzetta & Company, Incorporated, 9428 Camden Field Parkway, Riverview, Florida 33578, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights (collectively, the "**Personal Property**"), to-wit:

See **Exhibit "A"** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for the District's own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Grantor does hereby represent and warrant to the District, its successors and assigns, that (a) Grantor has not previously conveyed the Personal Property to any other party; (b) all contractors and subcontractors furnishing services or materials relative to the Personal Property have been paid in full, and (c) Grantor has no knowledge of any defects in the Personal Property. Subject only to the express representations and warranties set forth above, the Personal Property is conveyed by Grantor to the District, and the District hereby accepts the Personal Property, in its "as-is" condition.

AND Grantor does hereby covenant with the District that Grantor will warrant and defend the title of the Personal Property unto the District, its successors and assigns, against the lawful claims and demands of all persons claiming by, through and under Grantor, but against none other.

[Signatures Begin on Following Page]

[Grantor's Signature Page to Bill of Sale]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name and delivered on _____, 2024.

GRANTOR:

Signed, sealed and delivered in the presence of:

NNP-SOUTHBEND II, LLC, a Delaware limited liability company

By: ______ Len Jaffe, Vice President

Print Name:

Print Name:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [___] physical presence or [___] online notarization, this _____ day of _____, 2024, by Len Jaffe, as Vice President of NNP-Southbend II, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me.

> NOTARY PUBLIC Print or Stamp Name: ______ My Commission Expires: _____

NOTARY SEAL:

[Signatures Continue on Following Page]

[District's Signature Page to Bill of Sale]

DISTRICT:

Signed, sealed and delivered in the presence of:

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT,

a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes

By:_____

Deneen Klenke, Chairman of the Board of Supervisors

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2024, by Deneen Klenke, as Chairman of the Board of Supervisors of Waterset Central Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes, on behalf of said entity, who is personally known to me.

NOTARY PUBLIC	
Print or Stamp Name:	
My Commission Expires:	

NOTARY SEAL:

Exhibit "A"

Personal Property

All of Grantor's right, title and interest in and to all fixtures and improvements owned by Grantor (herein, the "**Fixtures and Improvements**") on, under or within the following described land (the "**Real Property**") and appurtenant easements (the "**Easement Areas**") in Hillsborough County, Florida, together with all of Grantor's right, title, interest and benefit in, to, and under, the following plans, reports and documents relating to the Fixtures and Improvements or the operation of the Fixtures and Improvements: (i) all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals; and (ii) all third party guaranties, affidavits, warranties, bonds, claims, lien waivers, indemnifications, and agreements given with respect to the construction, installation or composition of the Fixtures and Improvements:

REAL PROPERTY

Tract "B-47," according to the plat of WATERSET PHASE 4A SOUTH, as recorded in Plat Book 133, Pages 95 through 114, inclusive, of the Public Records of Hillsborough County, Florida;

LESS AND EXCEPT, the portion of said Tract "B-47," which is described as the "Easement Parcel" on Exhibit A of that certain Perpetual Drainage Easement recorded in O.R. Book 15370, Page 592, of the Public Records of Hillsborough County, Florida.

[Depiction attached for illustrative purposes only.]

Tab 4III

Consideration: \$10.00 Documentary Stamps: \$.70

Prepared by and when recorded return to:

Jessica Paz Mahoney, Esq. MAHONEY LAW GROUP, P.A. 2240 Belleair Road Suite 210 Clearwater, Florida 33764

Folio # 054157-2802

SPECIAL WARRANTY DEED

(Waterset Boulevard Phase 3B And Paseo Al Mar Boulevard Central Segment Phase 1)

THIS SPECIAL WARRANTY DEED ("Deed") is made this _____ day of ______, 2024, by NNP-SOUTHBEND II, LLC, a Delaware limited liability company ("Grantor"), whose address is 3162 South Falkenburg Road, Riverview, Florida 33578, in favor of WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under Chapter 190, <u>Florida Statutes</u> ("Grantee"), whose address is c/o Rizzetta & Company, Incorporated, 9428 Camden Field Parkway, Riverview, Florida 33578.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida ("**Property**"), shown on the below described plat (the "**Plat**"):

See Exhibit A attached to this Deed

Together with all appurtenances thereunto appertaining.

TO HAVE AND TO HOLD the Property, together with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever. By acceptance hereof, Grantee acknowledges its responsibility for maintenance and operation of the Property.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT AS CONTEMPLATED BY THE PLAT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER, AND ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

This conveyance is made subject to: (a) taxes for the year 2024 and subsequent years; (b) governmental requirements and restrictions (including, without limitation, zoning and land use ordinances); and (c) all easements, covenants, conditions, restrictions, reservations and other matters of record, including (without limitation) the Plat, and the rights and interests reserved to Grantor as "Owner" on said Plat.

Subject to the matters noted in this Deed, Grantor does hereby warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signatures Begin on Following Page]

[Grantor's Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, sealed and delivered in the presence of:

NNP-SOUTHBEND II, LLC, a Delaware limited liability company

By: _____

Len Jaffe, Vice President

Print Name: ______ Address: 3162 South Falkenburg Road Riverview, Florida 33578

Print Name:

Address: 3162 South Falkenburg Road Riverview, Florida 33578

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [_] physical presence or [__] online notarization, this _____ day of _____, 2024, by Len Jaffe, as Vice President of NNP-Southbend II, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me.

NOTARY PUBLIC Print or Stamp Name: _____ My Commission Expires: _____

NOTARY SEAL:

[Signatures Continued on Following Page]

[Grantee's Signature Page to Special Warranty Deed]

ACCEPTED BY GRANTEE:

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT,

a local unit of special purpose government, organized and existing under Chapter 190, <u>Florida Statutes</u>

By:

Deneen Klenke, Chairman of the Board of Supervisors

Print Name: Address: 3162 South Falkenburg Road Riverview, Florida 33578

Signed, sealed and delivered

in the presence of:

Print Name:

Address: 3162 South Falkenburg Road Riverview, Florida 33578

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2024, by Deneen Klenke, as Chairman of the Board of Supervisors of Waterset Central Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, <u>Florida Statutes</u>, on behalf of said entity, who is personally known to me.

> NOTARY PUBLIC Print or Stamp Name: _____ My Commission Expires: _____

NOTARY SEAL:

EXHIBIT A Property

Tract "B-30," according to the plat of WATERSET BOULEVARD PHASE 3B AND PASEO AL MAR BOULEVARD CENTRAL SEGMENT PHASE 1, as recorded in Plat Book 131, Pages 40 through 46, inclusive, of the Public Records of Hillsborough County, Florida.

[Depiction attached for illustrative purposes only.]

BILL OF SALE

(Tract "B-30" Waterset Boulevard Phase 3B And Paseo Al Mar Boulevard Central Segment Phase 1)

KNOW ALL MEN BY THESE PRESENTS, that **NNP-SOUTHBEND II**, **LLC**, a Delaware limited liability company, whose address for purposes hereof is 3162 South Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, <u>Florida Statutes</u> ("**District**"), whose address is c/o Rizzetta & Company, Incorporated, 9428 Camden Field Parkway, Riverview, Florida 33578, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights (collectively, the "**Personal Property**"), to-wit:

See **Exhibit "A"** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for the District's own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Grantor does hereby represent and warrant to the District, its successors and assigns, that (a) Grantor has not previously conveyed the Personal Property to any other party; (b) all contractors and subcontractors furnishing services or materials relative to the Personal Property have been paid in full, and (c) Grantor has no knowledge of any defects in the Personal Property. Subject only to the express representations and warranties set forth above, the Personal Property is conveyed by Grantor to the District, and the District hereby accepts the Personal Property, in its "as-is" condition.

AND Grantor does hereby covenant with the District that Grantor will warrant and defend the title of the Personal Property unto the District, its successors and assigns, against the lawful claims and demands of all persons claiming by, through and under Grantor, but against none other.

[Signatures Begin on Following Page]

[Grantor's Signature Page to Bill of Sale]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name and delivered on _____, 2024.

GRANTOR:

Signed, sealed and delivered in the presence of:

Print Name:

NNP-SOUTHBEND II, LLC, a Delaware limited liability company

By: ______ Len Jaffe, Vice President

Print Name:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [___] physical presence or [__] online notarization, this _____ day of _____, 2024, by Len Jaffe, as Vice President of NNP-Southbend II, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me.

> NOTARY PUBLIC Print or Stamp Name: ______ My Commission Expires: _____

NOTARY SEAL:

[Signatures Continue on Following Page]

[District's Signature Page to Bill of Sale]

DISTRICT:

Signed, sealed and delivered in the presence of:

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT,

a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes

By:_____

Deneen Klenke, Chairman of the Board of Supervisors

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2024, by Deneen Klenke, as Chairman of the Board of Supervisors of Waterset Central Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes, on behalf of said entity, who is personally known to me.

NOTARY PUBLIC	
Print or Stamp Name:	
My Commission Expires:	

NOTARY SEAL:

Exhibit "A"

Personal Property

All of Grantor's right, title and interest in and to all fixtures and improvements owned by Grantor (herein, the "**Fixtures and Improvements**") on, under or within the following described land (the "**Real Property**") and appurtenant easements (the "**Easement Areas**") in Hillsborough County, Florida, together with all of Grantor's right, title, interest and benefit in, to, and under, the following plans, reports and documents relating to the Fixtures and Improvements or the operation of the Fixtures and Improvements: (i) all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals; and (ii) all third party guaranties, affidavits, warranties, bonds, claims, lien waivers, indemnifications, and agreements given with respect to the construction, installation or composition of the Fixtures and Improvements:

REAL PROPERTY

Tract "B-30," according to the plat of WATERSET BOULEVARD PHASE 3B AND PASEO AL MAR BOULEVARD CENTRAL SEGMENT PHASE 1, as recorded in Plat Book 131, Pages 40 through 46, inclusive, of the Public Records of Hillsborough County, Florida.

[Depiction attached for illustrative purposes only.]

Tab 5

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

POLICIES FOR ALL AMENITY FACILITIES

ADOPTED JUNE 5, 2018

- Revised 3/9/23

The Waterset Club 7281 Paradiso Dr Apollo Beach, FL 33572

TABLE OF CONTENTS

DEFINITIONS
FACILITY ACCESS CARDS4
GUARDIAN ACCESS CARDS4
RENTER'S PRIVILEGES
GUEST POLICY
LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY
INDEMNIFICATION
SUSPENSION AND TERMINATION OF ADULT PRIVILEGES
SUSPENSION AND TERMINATION OF MINOR PRIVILEGES9
GENERAL FACILITY PROVISIONS
GENERAL AMENITY FACILITY USAGE POLICY
INSTRUCTOR USE OF DISTRICT PROPERTY
GENERAL RULES FOR SWIMMING POOL
SLIDE RULES
FECES POLICY FOR ALL SWIMMING AND WADING POOLS
ADA CHAIR LIFT USAGE POLICY
AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY
FITNESS CENTERS POLICIES
FITNESS CENTER POLICIES APPLICABLE TO PERSONAL TRAINERS
BASKETBALL AND VOLLEYBALL COURT FACILITY POLICIES
PICKLEBALL AND TENNIS COURT POLICIES
GAME ROOM POLICIES
FISHING AND POND POLICIES 19
POLICIES FOR ALL PARKS AND PLAYGROUNDS
NATURAL BUFFER AREAS POLICY STATEMENT
POLICY ADOPTION PROCESS SUMMARY

DEFINITIONS

"Amenity Facilities" – shall mean the properties and areas owned by the District and intended for recreational use together with their appurtenant facilities and areas. These areas include but are not limited to: The Landing, Pool, Dog Park, Parks, Playground, Fitness Center and Pavilion.

"Amenity Facilities Policies" or "Policies" – shall mean all Amenity Facilities Policies of Waterset Central Community Development District, as amended from time to time.

"Amenity Manager" – shall mean the management company, including its employees, staff and agents, contracted by the District to manage Amenity Facilities within the District.

"Annual User Fee" – shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" – shall mean the Waterset Central Community Development District, Board of Supervisors.

"Clubhouse Facilities" – shall mean The Landing (excludes: Fitness Center, Pool and Pavilion).

"District" – shall mean the Waterset Central Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District.

"**Family**" – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

"Guest" – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

"Non-Resident" – shall mean any person or persons that do not own property within the District.

"Non-Resident Member" – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

"Patron" or "Patrons" – shall mean Residents, Non-Resident Members, and Renters; who are fourteen (14) years of age and older.

"**Renter**" – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

"Resident" - shall mean any person or family owning property within the District.

"Adult" - shall be considered any person eighteen (18) years of age or older.

"Minor" – shall be considered any person seventeen (17) years of age or younger.

FACILITY ACCESS CARDS

One (1) Facility Access Card will be issued to all members of each Resident's Family and Non-Resident Members; this includes all children fourteen (14) years of age and older. There is a \$10.00 charge to replace any lost or stolen cards. All members will be required to provide proof of District residence or an executed Non-Resident Member Application paid in full. All members will be asked to execute an amenity facilities registration form prior to receiving their access card.

GUARDIAN ACCESS CARDS

One (1) Guardian Facility Access Card may be issued to a Resident Family, Non-Resident Member Family or Renter Family at any one time. There is a \$10.00 charge for this card. The person being issued this card must be at least eighteen (18) years of age or older. An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) they will be responsible for is required. This card is good for one (1) year from the date of issuance. The Guardian is not allowed to use the Amenity Facilities unless using them with the child or children assigned to the card. The Guardian is also not allowed to bring Guests to the Amenity Facilities at any time. The child or children assigned to the Guardian Card will be required to obtain a Child Identification Card. There is a \$5.00 charge for this card.

RENTER'S PRIVILEGES

- 1) Residents who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
- 2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. The Renter will need to get the Assignment of Rights and Privileges Form from The Landing and have it executed by the Resident and notarized prior to any Facility Access Cards being issued to the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident. There is a \$10.00 charge per card if issuing a new one to first time Renters.
- 3) During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
- 4) Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
- 5) Renters shall be subject to such other rules and regulations as the District may adopt from time to time.

GUEST POLICY

- Pool Patrons sixteen (16) and seventeen (17) years of age are only permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age when being accompanied by a Patron sixteen (16) and seventeen (17) years of age. A Family, as defined in these polices is limited to a maximum of four (4) total Guests. Infants, one year old and younger, do not count against the maximum for four (4) total Guests. One of the Family members present must be eighteen (18) years of age or older in order to bring up to four (4) total Guests.
- 2) **Fitness Center** No Guests are allowed in the Fitness Center at anytime. Patrons may bring a preapproved trainer to the Fitness Center for a personal training session only.
- 3) Patrons ages fourteen (14) years of age and older are permitted to bring one (1) Guest to all other amenities except the pools, and Fitness Centers. That Guest must be fourteen (14) years of age or older and have proper identification to verify age when being accompanied by a Patron fourteen (14) years of age or older.
- 4) Guests must be accompanied by a Patron when using any amenity facility. Patron will be responsible for any damages caused by Guests while using facilities.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the center, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District or the Amenity Facility operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

INDEMNIFICATION

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits

or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

Each organization, group or individual reserving the use of CDD facilities agrees to indemnify and hold harmless the Waterset Central Community Development District, ("District") and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statues.

The District and its agent, employees and officers shall not be liable for, and the Resident or Non-Resident Club Member user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

- 1) Privileges at the amenity facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
 - a) Submits false information on the application for an access card.
 - b) Permits unauthorized use of an access card.
 - c) Exhibits unsatisfactory behavior or appearance.
 - d) Fails to abide by the Rules and Policies established for the use of facilities.
 - e) Treats the personnel or employees of the facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal and physical assault.
 - f) Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
- 2) Management may at any time restrict or suspend any Patron's privileges to use any or all the amenity facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage.
- 3) The District shall follow the process below in regards to Suspension or Termination of an Adult Patrons privileges:
 - a) *<u>First Offense</u>* A First Offense Violation will result in written notice & explanation of the violation being given to Patron and a copy of such notice being filed in The Landing.
 - b) <u>Second Offense</u> A Second Offense Violation will result in an Automatic suspension of all amenity privileges for thirty (30) days. Written notice & explanation will be given to Patron and a copy of such notice will be filed in the Resident Services Office.
 - c) <u>Third Offense</u> A Third Offense Violation will result in a suspension of all amenity privileges until the next Board of Supervisors Meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of Patrons privileges for one (1) calendar year (or some shorter amount of time at the Board's discretion). Written notice will be given to Patron as to the Board of Supervisors decision.

- 4) IMMEDIATE SUSPENSION & REMOVAL: The Board Chair, District Manager, Community Director, have the exclusive right, authority and discretion to suspend any Adult Patron for the use of profanity and failure to follow staff direction for a period of no less than seven (7) days. An incident report will be generated and a copy of such notice will be filed in The Landing. Upon issue of an immediate suspension, should patron continue to act or perform in an inappropriate manner/behavior, that Adult Patron shall forfeit all amenity privileges until the next Board of Supervisors meeting. Furthermore, District Staff will recommend termination of Adult Patron's privileges for a period of six (6) months.
- 5) Notwithstanding the foregoing, if at any time an Adult Patron is arrested for an act committed, or allegedly committed, while at any District Facility, that Adult Patron shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of Adult Patron's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). Written notice will be given to Adult Patron as to the Board of Supervisors decision.
- 6) Utilizing the facilities during the suspension period will result in a trespassing citation issued by the Hillsborough County Sheriff's Office. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person's access card will result in the suspension of that card holder's privileges for a period of fifteen (15) days.

7) Suspension Effective Date

- a) The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
- b) Weekdays (Monday Friday) and Weekends (Saturday Sunday) will be calculated toward the total number of suspension days.
- c) The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.

8) Appeal Process – Adult Patrons

- a) Any person has the right to dispute and request an appeal to the District's Board of Supervisors.
- b) A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
- c) Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
- d) The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
- e) Any person appealing will be governed by the following procedures:
- f) Appellant must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
- g) Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda docket.

- h) Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
- i) The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
- j) The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
- k) Appellant must furnish sufficient copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
- 1) The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
- m) District action(s) will be resolved by way of successful Board motion.
- n) Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

SUSPENSION AND TERMINATION OF MINOR PRIVILEGES

- 1) At the discretion of Amenity Facilities Staff, Minors *(children under the age of eighteen (18))*, who violate the rules and policies may be expelled from the facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be mailed to the parents of the child and will be kept on file at The Landing.
- 2) Any Minor who is expelled from the facilities three (3) times in a one-year period, shall have their amenity facilities privileges suspended for one (1) calendar year from the date of the third offense.
- 3) Notwithstanding the foregoing, at any time a Minor is arrested for an act committed, or allegedly committed, while at any District Facility, that minor shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of minor's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). Written notice will be given to known minor's guardian(s) as to the Board of Supervisors decision.
- 4) Utilizing the facilities during the suspension period will result in a trespassing citation issued by the Hillsborough County Sheriff's Office. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person's access card will result in the suspension of that card holder's privileges for a period of fifteen (15) days.

5) **Suspension Effective Date**

- a) The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
- b) Weekdays (Monday Friday) and Weekends (Saturday Sundays) will be calculated toward the total number of suspension days.
- c) The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.

6) Appeal Process – Minor Patrons

- a) Any minor has the right to dispute and request an appeal to the District's Board of Supervisors.
- b) A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
- c) Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
- d) The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
- e) Any minor appealing will be governed by the following procedures:
- f) Minor Appellant and at least one parent or guardian must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
- g) Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda docket.
- h) Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
- i) The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
- j) The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
- k) Appellant must furnish sufficient copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
- 1) The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
- m) District action(s) will be resolved by way of successful Board motion.
- n) Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

GENERAL FACILITY PROVISIONS

- 1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
- 2) All Patrons must have their assigned Facility Access Card upon entering the amenities. Cards are only to be used by the Patron they are issued to. Patron must present Facility Access Card upon request from Amenity Staff members.
- 3) Children under fourteen (14) years of age must be accompanied by a parent or adult Patron aged eighteen (18) or older.
- 4) All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The Clubhouse Facilities may

also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.

- 5) Dogs and all other pets (with the exception of Service Animals) are not permitted at the Clubhouse Facilities and pools. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.
- 6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Overnight parking or use of parking lot when not using the Amenity Facilities is prohibited.
- 7) Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
- 8) Only District employees and staff are allowed in the service areas of the Amenity Facilities.
- 9) The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
- 10) Smoking or vaping is not permitted anywhere in the amenity facilities.
- 11) Guests must be accompanied by a Patron while using the Amenities.
- 12) Patrons must present their Facility Access Cards when requested by staff at any Amenity Facility.
- 13) All Patrons must use their card for entrance to the Amenity Facility (excluding the Landing Café). All lost or stolen access cards should be reported immediately to the Amenity Center Manager. There will be a \$10.00 replacement card fee.
- 14) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
- 15) Patrons and their guests shall treat all staff members with courtesy and respect.
- 16) Golf carts, motorcycles, off-road vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
- 17) Skateboarding is not allowed on any District Amenity Facility Property, this includes but is not limited to: the amenity facilities, playground area, bridge areas, and sidewalks surrounding this area.
- 18) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
- 19) The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager, based on approval by the District's Board of Supervisors. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- 20) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
- 21) The Amenity Manager may authorize programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, after consultation and approval by the Board of Supervisors of the District, and based upon usage and rental fees that have been established by the Board. The Amenity Manager may also authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facilities for said events (if the schedule

Tab 6

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

> WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Waterset Central Community Development District was held on **Thursday**, **February 8**, **2024**, **at 10:22 AM** at the offices of **Rizzetta & Company**, **2700 S. Falkenburg Road Suite 2745**, **Riverview FL 33578**.

Present and constituting a quorum:

Deneen Klenke	Board Supervisor, Chairman
Lenny Woster	Board Supervisor, Assistant Secretary
Lynda McMorrow	Board Supervisor, Assistant Secretary
Laura Lee	Board Supervisor, Assistant Secretary

Also present were:

Ruben Durand	District Manager, Rizzetta & Co.
Erin McCormick	District Counsel, Erin McCormick Law
John Toborg	Field Services, Rizzetta, Via conf. call
Christian Santiago	Representative, Sunrise Landscape
Jessi Milch	Representative, Sunrise Landscape
Tony Smith	Representative, Sitex Aquatics
Katiria Parodi	Clubhouse Manager, Castle Group

Audience

Present

FIRST ORDER OF BUSINESS

Call to Order

Mr. Durand called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS Audience Comments

Audience member mentioned the Zumbini Proposal.

Audience member mentioned that he was concerned about the plant growth at pond #6 and said that Golf Grasses have expanded throughout the pond.

Audience member mentioned they would like to place vending machines, at the clubhouse, strictly for soft drinks.

THIRD ORDER OF BUSINESS

Staff Reports

A. Aquatics

1. Presentation of Waterway Inspection Report

Mr. Smith presented report. Mr. Smith talked about pond #6.

B. Landscape & Irrigation

1. Presentation of Landscape Inspection Report

Mr. Torborg presented report. Mr. Toborg discussed in detail the report with the Board members.

2. Landscape Contractor Update

Ms. Milch provided Sunrise's response to the Landscape Inspection Report, and provided updates on what Sunrise is doing at Waterset Central CDD property.

3. Irrigation Contractor Update

Mr. Durand presented updates to the Board.

C. District Counsel

Ms. McCormick provided updates.

D. District Engineer

Not present. No report.

E. Clubhouse Manager

1. Presentation of Management Report

Ms. Parodi presented the report.

2. Consideration of Zumbini Business Proposal

On a motion by Ms. Klenke, seconded by Mr. Woster, the Board approved the Zumbini Business Proposal, subject to signing of the agreement, for the Waterset Central Community Development District.

F. District Manager

Mr. Durand advised the Board that the next meeting will be held on March 14, 2024 at 10:00 a.m., at the offices of Rizzetta & Company, located at 2700 S. Falkenburg Road Suite 2745, Riverview FL 33578.

1. Presentation of 4th Quarter Website Audit

Mr. Durand presented the 4th Quarter Website Audit to the Board.

FOURTH ORDER OF BUSINESS Ratification of Securitas Agreement

On a motion by Ms. Klenke, seconded by Ms. Lee, the Board ratified the Securitas Agreement, for the Waterset Central Community Development District.

Ms. Parodi provided updates on the security officer from Securitas and mentioned that the security officer will be starting 2/8/2024 in the evening.

FIFTH ORDER OF BUSINESS

Declaration of Easements for Lot A at the Waterset Club Amenity (Waterset Phase 3 Amenity Center)

Tabled for March meeting.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Redesignating Officers

On a motion by Ms. Klenke, seconded by Mr. Woster, with all in favor, the Board adopted Resolution 2024-02, Redesignating Officers, for the Waterset Central Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on January 11, 2024

On a motion by Ms. Klenke, seconded by Ms. Lee, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on January 11, 2024, for the Waterset Central Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for January 2024

January 2024 – \$183,764.63

On a motion by Ms. Klenke, seconded by Mr. Woster, the Board ratified the Operations & Maintenance Expenditures for January 2024 **(\$183,764.63)**, for the Waterset Central Community Development District.

meeting at 11:47 a.m., for the Waterset Central Community Development District.

NINTH ORDER OF BUSINESS

A Board member requested the Republic Services agreement.

TENTH ORDER OF BUSINESS

On a motion by Ms. Klenke, seconded by Ms. Lee, the Board approved to adjourn the

Adjournment

Assistant Secretary

Chair / Vice Chair

Supervisor Requests